

# INSPECTION AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT PLEASE READ IT CAREFULLY

1. Client requests a limited visual Inspection of the structure identified at the above address by an inspector employed by All Pro Home Inspections, hereinafter referred as the "Licensee" or "Inspector" of All Pro Home Inspections, hereinafter referred as the "Company" and Client hereby represents and warrants that all approvals necessary have been secured for Company's entrance on to the property.

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2. Client warrants that: (a) Client has read this Agreement carefully, (b) Client understands Client is bound by all the terms of this Agreement, and (c) Client will read the entire Inspection Report when received and promptly inquire if any questions arise.

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3. Client understands that the Inspection and Inspection Report are performed and prepared for Client's sole and exclusive use and is not intended to be relied upon by any 3rd party.

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4. Inspector agrees to perform a limited visual Inspection of the structure at the above address and to provide Client with a written opinion as to the apparent general condition of the structure's components and systems, including identification of significant observable deficiencies as they exist at the time of Inspection. The Inspection will be performed in a manner consistent and governed by the New Jersey Administrative Code contained at N.J.A.C. 13:40-15 and that the licensee shall comply with these rules and failure to comply with the rules may subject the licensee to discipline.

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5. The Inspection only includes those systems and components expressly and specifically identified in the Inspection Report. Any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or any other thing, or those areas/items which are not listed in the New Jersey Administrative Code contained at N.J.A.C. 13:40-15 and/or by agreement of the parties is not included in this Inspection. The Inspection does not include any destructive testing or dismantling. Further, the Inspection does NOT include opinions relating to the installation of any component or system. In addition to the other limitation provisions in this Agreement, Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection or exist in any area excluded from Inspection by the terms of this agreement. Maintenance and other items may be discussed but will NOT form a part of the Inspection Report.

The following areas/items, systems and components are among those NOT included in the Inspection:

- Code or zoning violations
- Permit research
- Structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing
- Repair cost estimates

- Building value appraisal
- Radio controlled devices
- Automatic gates
- Elevators, lifts, dumbwaiters
- Thermostatic or time clock controls
- Water softener or purifiers
- Radiant heat systems
- Furnace heat exchanger
- Solar heating systems
- Private water or sewage systems
- Odors or noise
- Freestanding appliances
- Security or fire safety systems
- Security bars and/or safety equipment
- Personal property
- Proximity to railroad tracks or airplane routes
- Boundaries, easements or rights of way
- Unique/technically complex systems or components
- System or component life expectancy
- Pools, spas, hot tubs, saunas, steam baths, fountains or other types of or related systems and components
- Gas appliances such as fire pits, barbecues, heaters and lamps. Main gas shut off valve. Any gas leaks
- Adequacy or efficiency of any system or component
- Items specifically noted as excluded in the inspection report
- Termites or other wood destroying insects, rodents or other pests rot, fungus or mold; or damage from or relating to the preceding
- Latent or concealed defects
- Asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, mold, water or air quality, PCB's or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites or other environmental or health hazards

If Inspection is desired of any of the areas/items, systems or components listed above, then Client shall contact the appropriate professionals.

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6. Client understands that the Inspection and Inspection Report do not, in any way, constitute a/an: (1) guarantee, (2) warranty of merchantability or fitness for a particular purpose, (3) express or implied warranty, or (4) insurance policy. Additionally, neither the Inspection or Inspection Report are substitutes for any real estate transfer disclosures which may be required by law.

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7. The written report to be prepared by Inspector shall be considered the final and exclusive findings of Inspector of the structure. Client understands and agrees that Client will not rely on any oral statements made by the Inspector prior or subsequent to the issuance of the written Inspection report. Client further understands and agrees Inspector reserves the right to modify the Inspection Report for a period of time that shall not exceed forty

eight (48) hours after the Inspection Report has first been delivered to Client or if new information has been obtained from an another source that was not available at the time of the inspection.

8. Client understands and agrees that any claim arising out of or related to any act or omission of Inspector in connection with the Inspection of the structure, as limited herein, shall be made in writing and reported to Company within ten(10) business days of discovery. Client further agrees to allow Inspector the opportunity to re-inspect the claimed discrepancy, with the exception of emergency conditions, before Client or Client's agents, employees or independent contractors repairs, replaces, alters or modifies the claimed discrepancy. Client understands and agrees that any failure to notify Inspector as stated above shall constitute a waiver of any and all claims Client may have against Inspector.

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9. The parties to this agreement agree and affirm that preceding the filing of any legal action each party is bound upon proper notice to participate in mediation before a locally recognized mediator/mediation service accepted by all parties and familiar with the guidelines of the New Jersey Administrative Code contained at N.J.A.C. 13:40-15 and applicable Civil Code provisions. If the parties cannot agree on a mediator/mediation service the parties shall adopt a plan where each side selects mediators who will than select a mediator. Lastly, it is understood by all parties that this mediation is non-binding.

In the event that the preceding mediation does not resolve the dispute than any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability arising out of, from or related to this contract or arising out of, from or related to the Inspection or Inspection Report shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed there under shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction. Client understands and agrees that in any such arbitration, all of the provisions of this agreement shall apply.

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10. Inspection Type:  
GENERALIST INSPECTION: An inspection and inspection report performed and prepared in a manner consistent with the New Jersey Administrative Code contained at N.J.A.C. 13:40-15 by a generalist inspector. It is understood and agreed by and between the parties hereto that the Company's and its officers', agents' or employees' LIMITATION OF LIABILITY for errors or omissions in the Inspection Report is limited and fixed to a refund of the fee paid for the Inspection and Inspection Report  
SPECIALIST INSPECTION: Client understands that the Company may recommend in addition to this inspection, an inspection and

inspection report by a specialists: Roof, Electrical, Heating and Air Conditioning, Plumbing, Foundation, Fireplace & Pool (as applicable) Contractors, Geotechnical and/or Structural Engineers in addition to the Inspector. This inspection does not have a

LIMITATION OF LIABILITY

Client understands neither inspection includes any form of destructive examination, testing or dismantling.

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11. Any legal action, including the arbitration proceeding more specifically described above, including, but not limited to, those proceedings involving claims arising from this inspection against said Inspector must be brought within one (1) year from the date of the Inspection. Failure to bring said action within one (1) year of the date of the Inspection is a full and complete waiver of any rights, actions or causes of actions that may have arisen there from. Timely notice to the Inspector is deemed to be a condition of this contract with reasonable consideration stipulated thereto. By signing this agreement Client agrees to this one (1) year limitation of the statute of limitation.

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12. Client understands and agrees that if they are not present at the time of the Inspection and therefore do not sign this Agreement that this Agreement will be deemed signed as if signed by Client and made a part of the Inspection Report. Acceptance of the Inspection Report by Client, Client's payment for said services therefore constitutes a valid acceptance of the terms and conditions of this Agreement as if signed by Client.

All Pro Home Inspections requires an Inspection Agreement to be signed by Client. If you are not present at the Inspection, or, for whatever reason, did not sign the Inspection Agreement you, by accepting, paying for, or using, in any way, the Inspection Report, explicitly acknowledge and agree to be bound by the terms and conditions of the Inspection Agreement and further agree that the Inspection Agreement will form a part of this Inspection Report. undersigned acknowledges receipt of same.

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13. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.\*\*\*\*

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14. This Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

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**I have read, understand, and agree to be bound by the terms of this contract and to pay the fee listed at the top of page 1 on the scheduled day of the inspection. I am aware that this is a limitation of liability and a contract between me and the inspector and the inspection company and I sign of my own free will. In the event of a refund of the inspection fee, the refund shall be accepted by the undersigned as full and final settlement of all claims and cause of action, and the inspector and/or inspection company as agreed herein.**

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
one signature binds all

For All Pro: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature on file

Version 02/15/2007