

PRE-INSPECTION AGREEMENT

INSPECTION COMPANY:

All In One Home Inspection LLC

ADDRESS:

35 1st Avenue, Westwood, NJ 07675

PHONE:

201-263-0040 **FAX:** 800-947-1601

E-MAIL:

customerexperience@allinonehomeinspection.com

INSPECTION ADDRESS: _____

CLIENT NAME: _____

MAIL ADDRESS: _____

PHONE: _____

E-MAIL: _____

INSPECTION DATE AND TIME: _____

This is a binding contract (hereinafter the "Agreement") between the Client and Inspection Company named above. Client authorizes Company to provide the following inspection services at the Property and agrees to pay the price stated. **(Please Note:** this Agreement must be signed by Client and Inspection Company before the start of the Inspections):

ONLY THOSE SERVICES CHECKED OFF WITH A WRITTEN PRICE WILL BE PROVIDED

All Home Inspections performed as defined by N.J.A.C. 13:40-15.2

- Condo Inspection (up to 2 bedrooms & 2.5 baths) Price: \$275
- Town House Inspection (up to 3 bedrooms & 2.5 baths) Price: \$350
- Home Inspection (Single family up to 4 bedrooms & 2.5 baths) Price: \$450
- Multi-family Home Inspection (Up to 3 bedrooms & 1.5 bath each unit) Price per Unit: \$225
- Commercial Inspection: _____
- Extra Rooms: _____
- Old Age Home: _____
- Presence of Radon Individual Service Price: \$175, with Home Inspection Price: \$75 (NY add \$25 for two canisters)
- Presence of Wood Destroying Insects Individual Service Price: \$175, with Home Inspection Price: \$75
- Presence of Mold Service: \$175, with Home Inspection Price: \$85
- Pre-Closing Inspection Walk Through (After Home Inspection, Prior to Closing) Price: \$175
- _____

PLEASE NOTE: THE ADDITIONAL INSPECTIONS IDENTIFIED ABOVE WILL ONLY BE PERFORMED BY COMPANY IF THE INSPECTOR POSSESSES THE REQUIRED ADDITIONAL EXPERIENCE, EDUCATION, TRAINING, LICENSE, INSURANCE OR CERTIFICATION.

I have read and agree to the terms, limitations and exclusions found within this agreement, including without limitation, the limitation of liability, arbitration, and one year time period to initiate a legal action set forth in paragraphs 7, 11 and 17 on the backside. I understand that I have the right to have an attorney of my choice review this agreement before I sign it. I understand that if I do not agree with any of the terms, limitations or exclusions of this agreement I do not have to sign it. Rather I may negotiate with the company or hire another company to perform the inspections.

INSPECTION REPORT DISTRIBUTION: The Company will issue the Inspection Report to the Client only and the Inspection Report is the confidential property of the Client. If the Client desires to have his/her real estate agent and/or attorney receive a copy, please provide names and contact information below. The Company shall retain this Agreement and the Home Inspection Report for five (5) years.

Agent mail or email: _____

Attorney mail or email: _____

Inspection Fee(s) for all services checked above: \$ _____

By signing this contract, I hereby agree to all terms and conditions on front and backside of this page.

Credit Card #/Check #: _____ Exp: _____ CID: _____

I AGREE TO PAY ABOVE AMOUNT ACCORDING TO CARD ISSUER

Client's Signature: _____ Receive our Newsletter

All In One Home Inspection, LLC - By: _____

Exclusions from the Inspection (N.J.A.C. 13:40-15.16 (b))

During the Home Inspection, the Home Inspector or Associate Home Inspector are not required to: Enter any area or perform any procedure which is, in the opinion of the home inspector or associate home inspector, unsafe and likely to be dangerous to the inspector or other persons; Enter any area or perform any procedure which will, in the opinion of the home inspector or associate home inspector, likely damage the property or its systems or components; Enter any area which does not have at least 24 inches of unobstructed vertical clearance and at least 30 inches of unobstructed horizontal clearance; Identify concealed conditions and latent defects; Determine life expectancy of any system or component; Determine the cause of any condition or deficiency; Determine future conditions that may occur including the failure of systems and components including consequential damage; Determine the operating costs of systems or components; Determine the suitability of the property for any specialized use; Determine compliance with codes, regulations and/or ordinances; Determine market value of the property or its marketability; Determine advisability of purchase of the property; Determine the presence of any potentially hazardous plants, animals or diseases or the presence of any suspected hazardous substances or adverse conditions such as mold, fungus, toxins, carcinogens, noise, and contaminants in soil, water, and air; Determine the effectiveness of any system installed or method utilized to control or remove suspected hazardous substances; Operate any system or component which is shut down or otherwise inoperable; Operate any system or component which does not respond to normal operating controls; Operate shut-off valves; Determine whether water supply and waste disposal systems are public or private; Insert any tool, probe or testing device inside electrical panels; Dismantle any electrical device or control other than to remove the covers of main and sub panels; Walk on un-floored sections of attics; or Light pilot flames or ignite or extinguish fires.

IMPORTANT LIMITATIONS OF THE PRE-INSPECTION AGREEMENT

Any person, who accepts, uses or relies on the Inspection Report for any purpose whatsoever, agrees to and accepts all of the limitations and exclusions of this Agreement. CLIENT and COMPANY (Company is also defined to include any and all home inspectors and/or associate home inspectors who perform the contracted-for inspections as an employee or independent contractor of the Company) agree to the following limitations and exclusions:

1. The Company is governed by the rules in the New Jersey Administrative Code contained at N.J.A.C. 13:40-15 and that the Company and its home inspectors and/or associate home inspectors shall comply with these rules and failure to comply with the rules may subject the licensee to discipline.
2. Client understands and agrees that the Company will perform a Home Inspection as defined by N.J.A.C. 13:40-15.2, and in accordance with the Standards of Practice at N.J.A.C. 13:40-15.16.
3. The Home Inspection shall include, if applicable to the Subject Property, inspection of the following systems and components as described in, and in the manner provided by, N.J.A.C. 13:40-15.16: Structural Components; Exterior Components; Roofing System; Plumbing System; Electrical System; Heating System; Cooling System; Interior Components; Insulation Components and Ventilation System; and Fireplaces and Solid Fuel Burning Appliances.
4. Inspection Report: The Client and The Company agree The Company and its home inspector will prepare a written report which shall: Disclose those systems and components which are/were designated for inspection pursuant to N.J.A.C. 13:40-15.2 and are/were present in the above identified Subject Property at the time of the inspection, as well as those systems and components which are/were present at the time of the inspection but are/were not inspected and the reason(s) they were not inspected; Describe the systems and components as defined in N.J.A.C. 13:40-15.2; State and identify what material defects were found in the afore described systems and components; State the significance of the findings; and Provide recommendations regarding the need to repair, replace and/or monitor a system and/or component, or obtain examination and analysis by a qualified professional, tradesman and/or service technician.
5. Client understands and agrees that the Company shall not, as part of the Home Inspection, perform any of the twenty-two (22) functions or services set forth on the attached EXCLUSIONS FROM THE INSPECTION and defined under N.J.A.C. 13:40-15.16 (b).
6. Client requests and authorizes Company to exclude from the scope of the Home Inspection, the following Systems or Components identified in paragraph 3 above and in N.J.A.C. 13:40-15.16 (c): Client understands and agrees that inspection of the foregoing Systems and/or Components should be performed by other licensed specialists of Client's choice and hire.
7. Binding Arbitration; Any dispute, controversy, interpretation or claim, except those relating to nonpayment of fees, including claims for, but not limited to the scope of services provided by The Company, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of the New Jersey Consumer Fraud Act, N.J.S.A §56:8-1 through §56:8-20, any other applicable consumer protection statute, or any other theory of liability arising out of, from or related to this Pre-Inspection Agreement or arising out of, from or related to the Inspection or Inspection Report shall be submitted first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those so stated please submit your recommendation to The Company for consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed thereunder shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof.
8. If requested by client, company may assume a greater liability for an additional charge to be agreed upon by customer and company. If company and client so agree, a rider will be attached to this agreement.
9. COMPANY'S INSPECTIONS AND THE INSPECTION REPORT ARE IN NO WAY TO BE CONSIDERED AS A GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE PRESENT OR FUTURE CONDITION OF THE SUBJECT PROPERTY. Any and all warranties, expressed and implied, are expressly excluded by this agreement. Client acknowledges that conditions of the subject property on the date of the inspection may change and require subsequent repair or replacement.
10. Environmental and/or Health Issues: The Client acknowledges and agrees that a Home Inspection is NOT an environmental survey. The Client further acknowledges and agrees that the Home Inspection is NOT intended to detect, identify, disclose and/or report on the presence of any actual and/or potential environmental concerns and hazards, including, but not limited to, asbestos, radon, (unless the client has contracted ALL IN ONE HOME INSPECTION, LLC to perform a radon test) lead, urea formaldehyde, mold, mildew, fungus, odors, noise, toxic or flammable chemicals, water and/or air quality, PCBs and/or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites, carbon monoxide in the air, water, soil, and/or building materials.
11. The client must initiate any lawsuit against company within 1 year after the date of the home inspection report is delivered to the client or client's agent. If the client does not, the client has no right to initiate a legal action against the company and company has no liability to client. It is critical that client bring any lawsuit in a timely manner. Client guarantees company the right to examine the subject matter and area of any claim prior to any remedial measures or repairs.
12. If the Inspection Report provides any repair estimates, then Client understands and agrees that those estimates shall not be considered as a bid or the actual costs to perform the repairs. Client further agrees to Release and Hold Company Harmless against any estimates which may understate or overstate the actual cost of repair, even if due to the negligence of Company.
13. CLIENT understands and agrees that COMPANY will not return at a later date to inspect any systems or components which are not inspected on the date and time of the inspections identified on the front page of this Agreement because of unforeseen circumstances. Any such systems or components which were not inspected because of unforeseen circumstances shall be referenced in the Home Inspection Report, and Client understands that it should have those systems and/or components inspected by other licensed specialists of Client's choice and hire.
14. The person signing this Agreement warrants and represents to Company that he or she is expressly authorized to sign this Agreement by the other spouse, if applicable, or by the person or entity purchasing the Subject Property, if applicable.
15. This Agreement represents the entire agreement between the Company and Client. No change or modification shall be enforceable unless it is in writing and signed by all parties. If any provision of this Agreement is found to be invalid or unenforceable, such a finding shall not affect any other part of this Agreement. This Agreement shall be governed by the laws of the State of New Jersey.
16. The Pre-Inspection Agreement price is based on information gathered prior to arriving at the inspection site. The Company reserves the right to renegotiate the Pre-Inspection Agreement with the Client or terminate the agreement at the time of the scheduled Inspection if the prior gathered information that was provided by the Client or the Client's representative is sufficiently incorrect.
17. Limitation of Liability: The liability of the Company and its agents or employees is strictly limited to the specific accessible areas which were evaluated and which were specifically requested to be evaluated by the client in writing prior to the Inspection. The client agrees that the Company and its agents or employees will have no liability for latent conditions and defects, and it is specifically agreed and understood that: Mechanical devices may operate at one moment and later malfunction, therefore, the Company and its agents or employees' liability is specifically limited to those situations where it can be conclusively shown that the mechanical device inspected was inoperable, or in need of immediate repair, or not performing the function for which it was intended at the time of the inspection. The client agrees that the Company and its agents or employees will have no liability for failing to detect a defect, malfunction, inoperative condition, or necessity for repair, where the defect, malfunction, inoperative condition, or need for repair was concealed or covered up at the time of the Inspection, whether intentional or otherwise. The client agrees that the Company and its agents or employees will have no liability for incidental or consequential damages, special damages, government fines and charges. The Inspection and Inspection Report are not intended or to be used as an insurance policy, guarantee or warranty, express or implied, regarding the adequacy, performance of, or condition of any inspected structure, item or system. It is understood and agreed that should the Company and/or its agents or employees be found liable for any loss or damages resulting from a failure to perform any of its obligations, including, but not limited to negligence, breach of contract, or otherwise, then the liability of the Company or its agents or employees shall be limited to actual damages sustained only, which shall be the clients exclusive remedy against the Company or our employees. This agreement is intended solely for the use of the Client. No other party is intended as a beneficiary hereunder. This agreement is not assignable.