

# SUMMIT PROFESSIONAL HOME INSPECTIONS, LLC

532 Old Marlton Pike, #210, Marlton, NJ 08053; (800) 988-9232

✓ Client Name: \_\_\_\_\_  
Client Address: \_\_\_\_\_  
Client Phone Number: \_\_\_\_\_

Date & Time of Inspection: \_\_\_\_\_  
Property to be Inspected: \_\_\_\_\_

1. **WHAT A HOME INSPECTION INCLUDES:** A home inspection is a visual, functional, non-invasive (without moving personal property, furniture, equipment, plants, soil, snow, ice, or debris), inspection conducted using the mandatory equipment and including the preparation of a home inspection report of the readily-accessible elements of the following components of a residential building: structural components, exterior components, roofing system, plumbing system, electrical system, heating system, cooling system, interior components, insulation components and ventilation system, fireplaces and solid fuel burning appliances, or any other related residential housing component, excluding recreational facilities and outbuildings other than garages or carports to determine if MATERIAL DEFECTS exist. CLIENT requests and authorizes COMPANY to exclude the following areas, systems, or components from the home inspection: Wood Destroying Insect Infestation Inspection.

2. **WHAT IS A "MATERIAL DEFECT":** A condition, or functional aspect, of a structural component or system that is readily ascertainable during a home inspection substantially affecting the value, habitability, or safety of the dwelling, excluding decorative, stylistic, cosmetic, or aesthetic aspects of the system, structure, or component. The fact that a structural element, system or subsystem is near, at or beyond the end of its normal useful life is not by itself a MATERIAL DEFECT.

3. **SCOPE OF WORK PERFORMED:** CLIENT (the term "CLIENT" throughout this Agreement refers to the above-referenced client) hereby engages COMPANY (the term "COMPANY" throughout this Agreement refers to Summit Professional Home Inspection LLC, its agents, employees, subcontractors, owners, officers, and/or all home inspectors who perform this inspection as an employee or independent contractor of COMPANY) to perform a home inspection to the standards of practice of N.J.A.C.13:40-15 et seq.. COMPANY will provide CLIENT an Inspection Report, as defined in Section 12, within a reasonable time period after the inspection is completed. Comments on items that are not included in the Inspection Report or that exceed the minimum regulatory standard are for the CLIENT's information only and are not part of the inspection. Should CLIENT desire an inspection that exceeds the standards set forth by the State of New Jersey, such an inspection is available for an additional charge to be negotiated. Home inspectors are governed by the rules contained at N.J.A.C 13:40-15 et seq., and failure to comply with the rules may subject the licensee to discipline.

4. **THE HOME INSPECTOR WILL NOT:** (i) Inspect for the presence or absence of birds, animals, rodents, wood destroying insects (unless CLIENT has requested Wood Destroying Insect Inspection in Section 5), insects or underground tanks and wells, or damage caused by animals, rodents, wood destroying insects, insects, conduct efficiency measurement of insulation or heating and cooling equipment; (ii) Look behind dry wall, paneling, wall papering, under carpeting or other floor covering, above suspended ceilings, or other areas which may be blocked or impeded; or (iii) Determine the condition of internal or external underground drainage or plumbing, concealed wiring, telephone systems, intercoms, security systems, cantilevers, water or sewer lines, chimney flues, lawn and fire sprinklers, water wells (unless CLIENT has requested Private Well Testing in Section 5). Comments about the above listed items are for the CLIENT's information and do not represent an inspection. You are advised to obtain information from experts about the existence and condition of all the above listed items prior to expiration of your inspection contingency.

5. **FEE:** The fee for the home inspection is \$\_\_\_\_\_.

Optional services (PLEASE INITIAL):

Radon Measurement \$XXXXXX	ACCEPT <u>XX</u>	Presence of Asbestos \$ XXXXX	ACCEPT <u>XX</u>
Private Well Testing Act Test \$ XXXXXX	ACCEPT <u>XX</u>	Presence of Lead Paint \$ XXXXXX	ACCEPT <u>XX</u>
Wood Destroying Insect Inspection \$XXXXXX	ACCEPT <u>XX</u>	Presence of Hazardous Waste \$ XXXXXX	ACCEPT <u>XX</u>

6. **TERMS OF PAYMENT:** All fees must be paid before or during the inspection by cash, money order, personal check, or credit card.

7. **RIGHT OF ENTRY, CLIENT PARTICIPATION, AND INSPECTION:** CLIENT warrants that CLIENT or CLIENT's agent have made all necessary arrangements with the selling party for the COMPANY to enter and inspect the property. COMPANY shall have no liability for personal injury, property damage or any other damage resulting from participation in or attendance at the home inspection by CLIENT or ANY INDIVIDUAL not employed by or affiliated with COMPANY.

8. **HIDDEN AND LATENT DAMAGES:** Prior to the home inspection, all areas requiring invasive or destructive testing must be invasively or destructively tested and/or professionally inspected by the CLIENT or the CLIENT's agent. CLIENT understands and accepts all risks related to areas requiring invasive or destructive testing. Under no circumstances will the COMPANY perform invasive or destructive testing.

9. **NON-EXHAUSTIVE LIMITATIONS ON HOME INSPECTIONS:** As permitted under N.J.A.C.13:40-15.16, the inspector will not: enter any area or perform any procedure which is, in the opinion of any agent, employee, subcontractor, owner, or officer of COMPANY, unsafe and likely to be dangerous to any person, enter any area or perform any procedure which will, in the opinion of any agent, employee, subcontractor, owner, or officer of COMPANY; likely damage the property or its systems or components; enter any area which does not have at least twenty-four (24") inches of unobstructed vertical clearance and at least thirty (30") 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, diseases, 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 or method utilized to control or remove suspected hazardous substances; operate any system or component which is shut down or otherwise inoperable or 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 unfloored sections of attics; and/or light pilot flames, ignite or extinguish fires.

Client Signature: ✓ \_\_\_\_\_

Date: ✓ \_\_\_\_\_

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10. **UNFORESEEN CONDITIONS, WEATHER, AND SAFETY:** The weather and other unforeseen conditions existing on the date and time of the inspection will vary the scope of the work to be performed by the COMPANY. Systems may not be inspected due to weather or unforeseen conditions. Air conditioning equipment will not be evaluated, operated, or inspected during cold weather. The COMPANY will return to inspect those areas of the property that could not be inspected for a fee of \$150. No area that poses a threat to the inspector's safety will be inspected, including steep, slippery, or brittle roofs, or walk roofs not accessible from an eleven foot ladder.

11. **COST ESTIMATES:** For the repair of MATERIAL DEFECTS and/or other concerns mentioned in the Inspection Report, except in the case of an emergency, CLIENT agrees to give COMPANY the opportunity and option to make the necessary repairs before the CLIENT performs the repairs or engages an independent third party to perform the repairs. If COMPANY does not exercise said option, then CLIENT agrees to obtain three (3) cost estimates from reputable firms. Any cost estimates provided by COMPANY are provided merely as a suggestion for CLIENT's reference and is no way binding.

12. **INSPECTION REPORT:** The COMPANY will provide the CLIENT with a report which (i) discloses those systems and components which are designated for inspection pursuant to N.J.A.C.13:40-16 and are present at the time of the inspection, as well as those which are present at the time of the home inspection but are not inspected and the reason(s) they are not inspected, (ii) describes systems and components as specified in N.J.A.C.13:40-16 and states what MATERIAL DEFECTS are found in systems or components, (iii) states the significance of findings; and (iv) provides recommendations regarding the need to repair, replace, or monitor a system or component, or to obtain examination and analysis by a qualified professional, tradesman, or service technician.

13. **PRE-SETTLEMENT INSPECTION:** CLIENT accepts that this home inspection is no substitute for a pre-settlement inspection. Damages, symptoms, clues, mechanical failures, or other problems may appear after the home inspection is performed and before closing. CLIENT agrees to conduct a PRE-SETTLEMENT INSPECTION of the home as close as possible to time of closing. CLIENT waives any right to make a claim against COMPANY if CLIENT has not diligently performed a PRE-SETTLEMENT INSPECTION or if CLIENT did not initiate more extensive investigation and follow through with specialists on all problems noted in the report.

14. **WARRANTIES:** COMPANY's inspection and the Inspection Report are NOT a guarantee or warranty, expressed or implied, regarding the present or future condition of the building, present or future adequacy or performance of the structure, its systems, or their component parts. **ALL WARRANTIES EXPRESS AND IMPLIED ARE EXPRESSLY EXCLUDED BY THIS AGREEMENT.**

15. **THIRD PARTIES AND SUBROGATION:** The Agreement, home inspection, and Inspection Report are ONLY for the CLIENT'S benefit. CLIENT agrees to protect, indemnify, defend, and release COMPANY from liability against all third party claims or losses (including costs and reasonable attorneys' fees) brought against COMPANY which relate to this Agreement, this home inspection, or this Inspection Report. This indemnification covers, without limitation to claims brought by any person or entity not a party to this Agreement, claims brought by CLIENT's insurance company, claims brought by real estate agents or brokers, claims brought by the sellers of the property, including cross claims for contribution and indemnification, claims arising under this Agreement, warranty, negligence, gross negligence or any other theory of liability.

16. **LIMITATION OF LIABILITY:** CLIENT agrees and understands that if COMPANY is found liable for any loss or damage due to negligence or the failure to perform obligations in this Agreement, including the improper or negligent performance of the inspection or the improper or negligent reporting of conditions of the property, COMPANY's maximum liability shall be limited to twice (2 times) the fee paid to COMPANY for the inspection, and this liability shall be exclusive. This limitation of liability specifically covers liability for: damaged property, loss of use of the property, lost profits, consequential damages, special damages, incidental damages and governmental fines and charges.

17. **If requested by CLIENT, COMPANY will assume a greater liability, but only for an additional charge to be agreed upon by CLIENT and COMPANY. If COMPANY and CLIENT so agree, it will be defined in a separate written document.**

18. **TIME LIMIT AND REQUIREMENTS TO SUE:** CLIENT agrees that any and all claims must be brought within a timely manner, which is agreed to be one (1) year after the date of this Agreement. CLIENT must provide COMPANY the right to examine the subject matter and area of any claim within ten (10) days after discovery and prior to any remedial measures or repairs. **If all the above provisions are not met, CLIENT waives the right to sue COMPANY and the CLIENT agrees that COMPANY has no liability.**

19. **ARBITRATION:** Any controversy or claim arising out of, or relating to this Agreement, the inspection or the inspection report shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment of the award rendered by the arbitration panel may be entered in any court having jurisdiction hereof. All costs for the arbitration will be the full and sole responsibility of the person or entity bringing the claim. All arbitrators shall have knowledge of the home inspection industry and at least two members of the arbitration panel shall be members of the New Jersey Bar. In ascertaining the degree of care that would be used by a prudent home inspector, all arbitrators shall rely solely upon N.J.A.C.13:40-15.

20. **LEGAL FEES/OTHER EXPENSES:** If either party makes a claim against the other for any error, omission or other action arising out of the work performed under this Agreement and fails to prove all aspects of such claim, to the degree necessary to prevail at the Arbitration or any court or tribunal found to have jurisdiction over the Contractor or any controversies related to this Agreement, this home inspection, or Inspection Report, the party making the claim agrees to pay all attorney fees, arbitrator fees, expenses and costs incurred in the defense of the claim. Additionally, CLIENT agrees to pay all of COMPANY's collection costs (legal fees & expenses) related to this Agreement, this home inspection, or Inspection Report.

21. **SEVERABILITY & ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties and it supersedes any previous oral or written agreement. If any court or tribunal determines that any portion of this Agreement is unenforceable, that tribunal shall enforce the remainder of the Agreement as though the unenforceable portion did not exist.

**I HAVE BEEN PROVIDED WITH THIS AGREEMENT WITHIN 24 HOURS OF THE SCHEDULING OF THE HOME INSPECTION. I HAVE READ ALL PAGES OF THIS AGREEMENT IN ITS ENTIRETY. I UNDERSTAND, ACCEPT, AND AGREE TO ALL OF ITS PROVISIONS, INCLUDING, BUT NOT LIMITED TO, THE FEE AND PAYMENT TERMS IN SECTIONS 5 AND 6. I also understand I have the right to have an attorney review this Agreement prior to signing it.**

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_