



PRE-INSPECTION AGREEMENT

Per N.J.A.C. 13:40-15.15

MARK CAFIERO

NJ Licensed Home Inspector of Record
License# 24G100030900

Pinnacle Inspection Services and its inspectors are members of FREA, Foundation of Real Estate Appraisers with commercial general liability and professional liability insurance provided by the National Union Fire Insurance Company. Policy information upon request.

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This AGREEMENT is made and entered into and between PINNACLE INSPECTION SERVICES, referred to as "INSPECTOR", and _____, referred to as "CLIENT".

The following Inspections apply to this contract:

Generalist Home Inspection \$ _____ **Termite \$** _____ **Radon \$** _____
Technically Exhaustive Inspection \$ _____ **Water Analysis \$** _____ **Other \$** _____

In consideration of the promise and terms of this Agreement, the parties agree as followed:

- The client will pay the total sum of \$ _____ for the inspection and written report of the "PROPERTY", being inspected, located at: _____.
- The Inspector will perform one of the following types of home inspections:
 - Generalist Home 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 generalist Inspector. The Committee has defined that this "Home Inspection" as a visual, functional, non-invasive inspection conducted without moving personal property, furniture, equipment, plants, soil, snow, ice, or debris, 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, but excluding recreational facilities and outbuildings other than garages and carports. In no event shall Pinnacle Inspection Services LLC, its employees, directors, or agents be liable for punitive, consequential, incidental, exemplary, indirect or special damages (including without limitation damages for less profits, revenues, loss of use of the property or other intangibles), whether or not such damages were foreseeable and even if Pinnacle Inspection Services LLC, or its employees had been advised of the possibility or likelihood of such damage.
 - Technically Exhaustive Home Inspection: This inspection is a more extensive and technically oriented Inspection than that provided with a Generalist Inspection. This inspection involves multiple Inspectors, such as a licensed plumber, licensed electrician, HVAC specialist, roofing contractor etc. This inspection will take a minimum of 8 hours to complete. The base fee is \$3000.00 plus additional fees will be assessed for laboratory analysis and special testing. A 1 year written guarantee will be issued. This type of inspection includes dismantling and destructive testing. This will require a written permission from the owner. Client assumes full responsibility for any and all required expenses for restoration of inspected area. This inspection does not have a limitation of liability.
- The parties agree that the New Jersey Home Inspection Advisory Committee statutes and regulations 13:14-15 shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. No other statutes and regulations apply to this inspection or written report.
- The inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employee or agent, arising out of the service performed by Inspector under the Agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damage, expenses, costs and attorney fees arising from such a claim.
- The parties agree and understand the Inspector is not an insurer of or guarantor against defects in the structure, items, components or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, and COMPONENT, or SYSTEM.
- This Agreement, including the terms and conditions, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. The Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey. A \$125.00 per hour fee will be charged if inspector is requested to return to the site at a later date and time for subsequent inspection.
- Client agrees to conduct a final walk through evaluation of the property prior to closing. If any of the previously inspected components, system and/or areas have change in an adverse manner, Inspector should be immediately notified. Inspector is not responsible for any contractual repairs conducted to or not conducted to the home. Client agrees to conduct a final walk through evaluation and complete the final walk through evaluation checklist. Client agrees that you will hold Pinnacle Inspection Services LLC harmless and will release us from any claim for damage if a final walk through evaluation is not conducted or if the final walk through checklist is not forwarded to the inspector within 30 days after the final walk through evaluation is completed.

8. This inspection only includes those systems and components expressly and specifically identified in the Inspection Report. The Generalist Inspection does not include any destructive testing or dismantling. The following systems and components and areas are among those NOT included in the Inspection or Inspection report; geotechnical, soil, wave action or hydrological stability, property survey, geological, fences, sea walls, break walls, bulkheads, docks, erosion control, water seepage drainage system, earth stabilization, engineering, analysis or testing, dry-rot or fungus, radiant heat system, smoke and carbon monoxide detectors, electronic heat tape, pools, spas, hot tubs, saunas, steam baths, fountains and related components, thermostatic or time clock controls, radio controlled devices, automatic gates or elevators, lifts, dumbwaiters, recalled components and systems, generators, handicap compliances, child proofing, free standing appliances, gas appliances, interior flues, safety glazing, fire pits, barbecues, heaters, lamps, main gas shut off valve, gas leaks, furnace heat exchangers, seismic safety, security and fire protection systems; households appliance accessories; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; underground storage tanks, energy efficiency measurements; concealed or private secured systems; water wells; heating system accessories; solar heating systems; sprinkler systems; water softeners; central vacuum systems; telephone, intercom or cable TV systems; antennae, lightning arrestors, trees or plants; proximity to toxic waste sites or other environmental or health hazards; governing codes, ordinances, statutes and covenants. Any general comment about these systems, items and conditions of the written report are informal only and DO NOT represent an inspection. Adverse conditions that may affect the desirability of the property including boundaries, easements or rights of way, adjoining properties or neighborhood. The Client specifically acknowledges that this home inspection is NOT an Environmental Survey and is not intended to detect, identify, disclose or report on the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. Such environmental concerns and hazards include but are not limited to asbestos; radon; lead; urea formaldehyde; mold; mildew; fungus; odor; noise; waste sites; carbon monoxide, pest infestation and droppings. The Inspection will not include an appraisal of the value or a survey. The written report is not a code compliance inspection or certification for past or present governmental codes or regulations of any kind. Latent and concealed defects and deficiencies are excluded from the inspection. The inspection data is based on the date and time of the inspection only.

9. Home Inspectors are governed by N.J.S.A. et seq. 45:8-61 and by the rules in the New Jersey Administrative Code contained at N.J.A.C. 13:40-15, and the licensee shall comply with these rules, and failure to comply with the rules may subject the licensee to discipline.

10. In the event a discrepancy should develop regarding the service provided to the client by the home inspection company, and/or inspector, the client agrees to the following procedure: (A) Client agrees to notify the home inspection company of the problem, in writing, by certified mail, return receipt requested, within 10 days of the date of discovery of the problem, and allow the home inspection company 45 days from the date of the above notice to determine if any further action should be taken. (B) Client agrees NOT to disturb or repair, or cause to be repaired, or have any item repaired which may constitute evidence related to the complaint, except in the case of emergency. (C) If it is determined that any item complained of by the client should have been noted by the inspector at the time of inspection as needing replacement or repair, the home inspection company shall, at its sole discretion, repair or replace said item or items. If the home inspection company elects to repair or replace said item or items, the client agrees to allow the home inspection company to perform said repair or replacement. The client shall be bound by the decision of the home inspection company.

11. 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 to the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services Inc. and shall be under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the arbitration appointed there under shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction. Any such claim shall be waived unless the demand for arbitration is made within one (1) years from the inspection-date.

12. If any lawsuit or complaint is filed by the client against the home inspection company, and/or home inspector, and the home inspection company successfully defends against the claim or the client, the client agrees to pay the home inspection company and/or inspector all reasonable attorney's fees, court costs, and damages arising in defending such claims or lawsuit.

13. The parties understand and agree that the Inspector and its employees and its agents assume no liability or responsibility for the seller/property owner's failure to fully and/or properly disclose existing defects, then continue with costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs and/or replacements are done without giving the Inspector the required notice, the Inspector will have no liability to the Client.

14. I have read and fully understood all of the contents of this Inspection Agreement, and agree to be bound by the terms of this Inspection Agreement. I understand that I will pay the fee indicated on this Inspection Agreement, on the scheduled day of inspection. I understand that I have the right to have an attorney of my choice review this Inspection Agreement before I sign it. I am fully aware that the generalist home inspection contains a limitation of liability. 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: _____ Date: _____

Present Address: _____

Inspector Signature: _____ Date: _____

Check #: _____ Amount: _____ Cash: _____ Mail in Payment: _____

(\$25.00 FEE FOR RETURNED CHECKS)
(FEES ARE SUBJECTED TO A 10% INCREASE IF INVOICE IS NOT PAID WITHIN 10 DAYS OF THE INSPECTION)