

PRE-INSPECTION AGREEMENT FOR HOME INSPECTION SERVICES

This is a legally binding contract. Please read it carefully.

THIS INSPECTION AGREEMENT contains the terms and conditions of your (“the CLIENT”) contract with Andrew Rook, president of Rook Home Inspections, LLC (“the INSPECTOR” and “the COMPANY” respectively) for an Inspection of the Property at the below address. This Inspection Agreement contains limitations on the scope of the Inspection, remedies and liability. Please read it carefully. By signing below, the CLIENT represents and warrants that the CLIENT has secured all approvals necessary for the INSPECTOR to conduct the Inspection of the Property. The CLIENT also warrants that: (a) the CLIENT has read this contract carefully, (b) the CLIENT understands that the CLIENT is bound by all of the terms of this Agreement, and (c) the CLIENT will read the entire Inspection Report when received and promptly inquire if any questions arise.

1. The INSPECTOR agrees to perform a visual inspection of the visible readily accessible parts of the subject house and provide the CLIENT with a written Inspection Report identifying the visually observable deficiencies deemed material. Structures detached from the house are not inspected unless otherwise expressly agreed. The fees for extra services are set forth below. The systems for Inspection that will be inspected as part of the home Inspection as required pursuant to N.J.A.C 13:40-15.16 are as follows: Structural Components; Exterior Components; Roofing System; Plumbing System; Electrical System; Heating System; Cooling System; Interior Components; Insulation Components; Ventilation Systems; Fireplaces; and Solid Fuel Burning Appliances.

2. The INSPECTOR is governed by the rules of the New Jersey Administrative Code (N.J.A.C. 13:40-15) and the failure to comply may result in discipline. The Inspection and Report are performed and prepared for the sole, confidential and exclusive use and possession of the CLIENT. The Report is NON-TRANSFERABLE. The INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place.

3. The Inspection only includes those items and systems expressly and specifically identified here and in the provided Inspection Report. Maintenance and other items may be discussed and some less than major defects noted as a courtesy to the CLIENT, but they are not within the required scope of the Inspection. Systems and conditions which are not within the scope of the building Inspection including, but are not limited to: formaldehyde, lead paint, asbestos, toxic or flammable materials, soil contamination, mold, other environmental hazards, pest infestation, heat exchangers, low-voltage electrical systems, EIFS, septic tanks, solar systems, sprinkler systems, phone/cable/intercom/internet systems, wells, water softeners, humidifiers, electronic air filters, fuel tanks, lightning arrestors, security systems, appliances, playground equipment, swimming pools, spas, energy efficiency measurements, recreational equipment, concealed or underground electric or systems, and any item shutdown, inoperable, or not permanently installed. The CLIENT understands that these systems and conditions and information about them are excluded from the Inspection and Report. Any general comments that may appear about these systems and conditions are provided as a courtesy only and does NOT represent or form a part of the Inspection.

4. The Inspection is not intended to be technically exhaustive; equipment, systems and items will not be dismantled and the Inspection does not include any destructive testing. The INSPECTOR is not required to move personal property, debris, furniture, equipment, and carpeting or like materials that may impede access or limit visibility. The CLIENT agrees to assume all risk for all conditions which are concealed from view at the time of the Inspection or exist in any areas excluded from the Inspection by the terms of this Agreement. The CLIENT also understands that the following items are not required as part of the Home Inspection as documented in N.J.A.C 13:40-15.16 and that these exclusions will be adhered to by the INSPECTOR.

- a. Enter any area or perform any procedure which is, in the opinion of the home inspector, unsafe and likely to be dangerous to the inspector or other persons;
- b. Enter any area or perform any procedure which will, in the opinion of the home inspector, likely damage the property or its systems or components;
- c. Enter any area which does not have at least 24 inches of unobstructed vertical clearance and at least 30 inches of unobstructed horizontal clearance;
- d. Identify concealed conditions and latent defects;
- e. Determine life expectancy of any system or component;
- f. Determine the cause of any condition or deficiency;
- g. Determine future conditions that may occur including the failure of systems and components including consequential damage;
- h. Determine the operating costs of systems or components;
- i. Determine the suitability of the property for any specialized use;
- j. Determine compliance with codes, regulations and/or ordinances;
- k. Determine market value of the property or its marketability;
- l. Determine advisability of purchase of the property;
- m. 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;
- n. Determine the effectiveness of any system installed or method utilized to control or remove suspected hazardous substances;
- o. Operate any system or component which is shut down or otherwise inoperable;
- p. Operate any system or component which does not respond to normal operating controls;
- q. Operate shut-off valves;
- r. Determine whether water supply and waste disposal systems are public or private;
- s. Insert any tool, probe, or testing device inside electrical panels;
- t. Dismantle any electrical device or control other than to remove the covers off the main and sub panels;
- u. Walk on unfloored sections of attics; and
- v. Light pilot flames or ignite or extinguish fires.

5. The CLIENT has expressly requested that the following items that would normally be inspected are excluded from the scope of the Home Inspection. The CLIENT voluntarily assumes responsibility for the inspection of these systems/components and how that will be executed.

_____ Initials _____

6. The parties agree and understand that the COMPANY and its INSPECTOR are not an insurer or guarantor against defects in the building in and improvement, systems or components inspected. The COMPANY makes no warranty, express or implied, as to the fitness for use or condition of the

Client’s Initials _____

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systems or components inspected. Due to the nature of the Services we are providing, it is difficult to foresee or determine (at the time this Agreement is formed) potential damages in the event of negligence or breach of this Agreement by us. Thus, if we fail to perform the Services as provided herein or are careless or negligent in the performance of the Services and/or preparing the Report, our liability for any and all claims related thereto is limited to a maximum of 150% of the fee paid for the Inspection, and you release us from any and all additional liability. There will be no recovery for consequential damages. You understand that the performance of the Services without this limitation of liability would be more technically exhaustive, likely require specialist(s) and would cost substantially more than the fee paid for this limited visual Inspection.

7. CLIENT agrees that any claim, for negligence, breach of contract, or otherwise, be made in writing by U.S. certified mail within ten (10) business days of discovery. Any legal action arising from the Agreement or from the Services and Report, must be commenced within four (4) years from the date of the services. Failure to bring said action within four (4) years of the date of this 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, the CLIENT agrees to this four (4) year limitation of the statute of limitation. The CLIENT further agrees to allow the INSPECTOR the opportunity to reinspect the claimed discrepancy before the CLIENT or the CLIENT's agents, employees, or independent contractor's repairs, replaces, alters, or modifies the claimed discrepancy.

8. Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of the American Arbitration Association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The Arbitrator shall conduct summary judgment.

9. The CLIENT agrees to provide access to the home and applicable common areas; and make sure that the utilities are on at the time of the Inspection. The CLIENT agrees that the company will not return at a later date to inspect any system or components that could not be inspected at the time of the Inspection. The Home Inspection Report will detail the systems and components that were not inspected, and the client understands that he assumes responsibility to have these components/systems inspected to ensure functionality by hiring a separate contractor or inspection company. If the Inspection is cancelled after Inspector is on-site for any reason, CLIENT agrees to pay half (50%) of the Total Inspection Fee shown below. If a check is returned for insufficient funds or for any other reason, an additional charge up to the maximum permitted by law will be added to the Inspection fee.

10. The radon test is a screening measurement that serves to indicate the potential for radon levels in the below referenced home. It will provide information to help determine if any additional action or testing is needed. Please refer to the latest edition of the Environmental Protection Agency (EPA) publication "Home Buyers & Seller's Guide to Radon" for further information regarding the purpose, benefits, and interpretation of the results of this test. If you or any third party claim we are liable for negligently conducting the test or if for any other reason we have not fully satisfied all of our obligations under this agreement, our liability to you is limited to the fee paid for our services and you release us from any additional liability. You agree to indemnify, defend, and hold us harmless if any third party brings a claim against us relating to this test. You understand that our controls of these conditions are limited to the actual placement of the testing device. Any tampering or manipulations of the test conditions prior to or during the test period are out of our control. Changes in heating and ventilation may raise or lower radon levels. Inclement weather such as storms or high winds can contribute to unreliable test results. Since radon levels can vary greatly from season to season as well as from room to room, this screening measurement only serves to indicate the potential for a radon problem. The test results are only an average of radon concentrations in the area tested during the period the measurement device was exposed. The EPA suggests regular follow-up measurements be made.

11. If any paragraph, clause, sentence or other part of this Agreement is for any reason held to be invalid or unenforceable in any respect, such a decision shall not affect the remaining portions of this Agreement, which shall continue in full force and effect. This Agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by both parties. This Agreement shall be binding upon and enforceable by the parties, and their heirs, executors, administrators, successors and assigns.

The COMPANY shall retain this Agreement and the Home Inspection Report for five (5) years. The CLIENT acknowledges that he/she has read this agreement in full prior to signing and understands all terms and condition herein. The CLIENT understands that they may have an attorney review this Agreement before the CLIENT signs it. The CLIENT also understands that if they do not agree with any of the terms, exclusions or limitations of the Agreement, they do not have to sign it and can hire another company to perform the Inspection. THE RESULTS OF THESE INSPECTIONS DO NOT CONSTITUTE A WARRANTY, AN INSURANCE POLICY, OR A GUARANTEE OF ANY KIND.

I acknowledge that I have read, understand and agree to all terms and conditions of this two-page Agreement and to pay the fee below.

_____	_____	_____
CLIENT (one signature binds all)	DATE	Andrew Rook-NJ Lic.# 24GI00063600
Property Inspected:		Inspection Date:
Client(s):	(Hereinafter called the ("the CLIENT"))	Fees for Inspection Services (payable upon completion of the on-site inspection):
Billing Address:		Full Home Inspection:
		Radon Gas Testing:
		Wood-Destroying Insect Inspection:
		Total:

I hereby give permission for a copy of the Inspection Report to be given to the following:

RE Agent:

Initials: _____