



**SMART INSPECTIONS, LLC
PRE-INSPECTION AGREEMENT**

107 Washington Avenue
Waterford Works, NJ 08089
NJ License # 24GI00167400

Client Name(s):	Inspection Price:
Client Address:	Inspection Date/Time:
Client Phone #	Inspection Property Address:
Client Email:	Inspection Property Type: <input type="checkbox"/> Single Family <input type="checkbox"/> Townhouse <input type="checkbox"/> Condo
Client Agent Email:	Inspection Services Provided: <input type="checkbox"/> Home Inspection <input type="checkbox"/> Termite <input type="checkbox"/> Radon <input type="checkbox"/> Mold

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, fences, pools, hot tubs, 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: _____

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 Smart Inspections, 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.0 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 (WDI) unless CLIENT has requested WDI Inspection in Section 5, insects or damage caused by animals, rodents, WDI, insects; the presence of underground tanks and wells, 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 total fee for the inspection is \$ _____

☐ Yes ☐ No - Radon Testing Included ☐ Yes ☐ No - WDI Included ☐ Yes ☐ No - Mold Testing Included

6. 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 UNLESS, the parties have specifically agreed and contracted for SMART INSPECTIONS, LLC to perform a termite or wood boring insect inspection.

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") 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, 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 un-floored sections of attics; and/or light pilot flames, ignite or extinguish fires.

10. UNFORESEEN CONDITIONS, WEATHER, AND SAFETY: The weather and other unforeseen conditions existing at 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 \$125. 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, as required by N.J.A.C. 13:40-17.

11. 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.

12. 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.

13. 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 EXPRESSED AND IMPLIED ARE EXPRESSLY EXCLUDED BY THIS AGREEMENT.

14. 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.

15. TIME LIMIT AND REQUIREMENTS TO SUE: CLIENT agrees that all legal action 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.**

CLIENT INITIALS: _____

16. BINDING ARBITRATION PROVISION. PLEASE READ CAREFULLY: Any dispute, controversy, interpretation, or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of any law, statute, ordinance, regulation or code, 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 report shall be submitted to final and binding arbitration/mediation as conducted by and according to a licensed Arbitrator/Mediator selected by the parties to this Agreement. The decision of the arbitrator/mediator appointed shall be final and binding and judgment on the decision may be entered in any court of competent jurisdiction. **NOTICE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION/MEDIATION.**

17. 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.

18. ENTIRE AGREEMENT, MODIFICATION & 3RD PARTIES. This Agreement constitutes the entire Agreement between the parties hereto, and supersedes all prior representations, discussions, or agreements, whether written or oral. No amendment, change, or variance to this Agreement shall be binding on either party unless mutually agreed to, in writing, and signed by the parties hereto. The CLIENT authorizes the release of the home inspection report to the following person _____. CLIENT further understands and agrees COMPANY reserves the right to modify the Inspection Report for a period that shall not exceed forty-eight (48) hours after the Inspection Report has been first delivered to the CLIENT and any authorized 3rd party.

I HAVE BEEN PROVIDED WITH THIS AGREEMENT EITHER VIA EMAIL OR HAND DELIVERY 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.

CLIENT SIGNATURE _____

DATE _____

CLIENT SIGNATURE _____

DATE _____