

# Settlers Home Inspections

617 Stokes Rd. Suite 4-301

Medford, NJ 08055

866-744-3991

## HOME INSPECTION AGREEMENT

*This is a legally binding document. Please read it carefully.*

**Client:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Clients Present Address:** \_\_\_\_\_

**Property to be Inspection:** \_\_\_\_\_

**Inspection Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_ **Inspector:** \_\_\_\_\_  
(Name) (NJ Home Inspector License #)

**Fee:** \$ \_\_\_\_\_ includes requested service(s) ( applicable):  Home Inspection (as defined by N. J. A. C 13: 40-15.2)  
 Wood Destroying Insect Infestation Report  Radon Test  Re-inspection  Other \_\_\_\_\_

I, \_\_\_\_\_ ("Client"), hereby authorize Settlers Home Inspections, by and through a licensed inspector (collectively referred to as "Settlers"), to perform an inspection of the above referenced property. This inspection will be completed in accordance with N.J.A.C. 13:40-15, et seq. and any failure to comply with these rules may subject Settlers to discipline.

**1. SCOPE OF THE INSPECTION:** Settlers will inspect the readily accessible systems and components contained herein, as they exist at the time of the Inspection. "Inspect" shall mean to visually examine any readily accessible system and/or component of a building, including viewing the interior of readily accessible panels and operating building systems, using normal operating controls when possible. The inspection shall include (unless otherwise excluded) the following **visually accessible** systems and components in residential buildings and other related residential housing components in accordance with 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.

The Client is hereby advised that the Inspection Report and the findings contained therein are **not intended to serve as a guarantee or warranty** of the merchantability and/or fitness of use of any structure, operating system, or condition, and shall not be relied upon as such. Any and all observations and recommendations contained within the Inspection Report are based upon the condition of the property visible at the time of inspection. Settlers is not responsible for identifying any latent defects which are not visible to the naked eye and/or were not present at the time of inspection. Additionally, Settlers is not responsible for determining the methods, materials or cost of corrections for any conditions discovered at the time of inspection. The Client is advised to retain a licensed professional to complete any and all repairs, replacements and/or upgrades of any conditions, as Settlers make no representation as to the condition of areas adjacent to any conditions reported. Settlers is not an insurer and will not assume responsibility for the cost of repairing or replacing any unreported conditions or defects. Settlers is not responsible or liable for any future failures or repairs. The Client is advised that this home inspection is not a substitute for real estate disclosures, which may be required by law.

**2. EXCLUSIONS:** Settlers will not inspect any system or component of a building which requires interfering with the natural operation and/or dismantling of systems and house components. The Inspection includes only those systems and components specifically and expressly identified above. Areas which are not exposed to view or inaccessible and concealed because of furnishings, walls, ceilings, floors, soil, etc. or items/systems which have been excluded by the N.J.A.C. 13:40-15.16 and/or by agreement of the Client are not included in this Inspection. Furthermore, Settlers is **NOT REQUIRED** to inspect or comment on any structure, operating system, or condition identified in N.J.A.C. 13:40-15.16(b) (available upon request and at [www.inspectmynjhome.com](http://www.inspectmynjhome.com)), and will not: (1) enter any area or perform any procedure which is, in the opinion of the home inspector, unsafe or likely to damage the property or its systems or components; (2) enter any area which does not have at least 24 inches of unobstructed vertical clearance and at least 30 inches of unobstructed horizontal clearance; (3) identify concealed conditions and latent defects; (4) determine life expectancy of any system or component; (5) determine the cause of any condition or deficiency; (6) determine future conditions that may occur including the failure of systems and components including consequential damage; (7) determine the operating costs of systems or components; (8) determine the suitability of the property for any specialized use; (9) determine compliance with codes, regulations and/or ordinances; (10) determine market value of the property or its marketability; (11) determine advisability of purchase of the property; (12) 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; (13) determine the effectiveness of any system installed or method utilized to control or remove suspected hazardous substances; (14) operate any system or component which is shut down or otherwise inoperable; (15) operate any system or component which does not respond to normal operating controls; (16) operate shut-off valves; (17) determine whether water supply and waste disposal systems are public or private; (18) insert any tool, probe or testing device inside electrical panels; (19) dismantle any electrical device or control other than to remove the covers of main and sub panels; (20) walk on unfloored sections of attics; (21) and light pilot flames or ignite or extinguish fires. This is not intended to be an exhaustive list of those items which will not be inspected. The Client is directed to consult [www.inspectmynjhome.com](http://www.inspectmynjhome.com) for a complete list of exclusions.

\_\_\_\_\_  
Client Initials

By checking this box, I, the Client, request Settlers to exclude from the scope of the Home Inspection the following systems or components identified in N.J.A.C. 13:40-15.16(c) and section 1 above. I further understand and agree that a licensed specialist of the Clients choice should be hired to inspect the excluded component(s) and/ or system(s).

**3. BINDING ARBITRATION PROVISION AND LIMITATION PERIOD.** The Client understands and agrees that any claim(s), for negligence, breach of contract, alleged act or otherwise which the Client alleges to have arisen out of the scope of services provided by Settlers, is to be made in writing and reported to Settlers within ten (10) business days of discovery. Unless there is an emergency condition, you agree to allow Settlers a reasonable period of time to investigate claim(s) or complaints(s). Client further agrees to allow Settlers the opportunity to re-inspect the claimed discrepancy before Client or Client's agents, employees or independent contractors, repairs, replaces, alters or modifies the claimed discrepancy. Client understands and agrees that any failure to notify Company as stated above would constitute a waiver of any and all claims Client may have against Settlers and its employees. Any legal action must be brought within one (1) year from the date of the Inspection. Failure to bring said action within one (1) year of the date of services shall be a complete bar to any such action a full and complete waiver of any rights, actions or causes of actions that may have arisen thereon. This time period may be shorter than otherwise provided by State law.

In the event a dispute shall arise between the parties to this agreement, it is hereby agreed that the parties shall submit the dispute to a mutually agreed upon arbitrator for arbitration in accordance with the rules of the American Arbitration Association or similarly recognized dispute resolution professional. Any decision rendered by the arbitrator shall be final and legally binding, and judgment may be entered thereon. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party shall be entitled to recover the costs of suit including a reasonable attorney's fee.

**4. DAMAGES.** Client agrees and understands that Settlers has been retained exclusively for the purpose of conducting an inspection of the above referenced premises in accordance with N.J.A.C. 13:40-15.15, et seq., and that the Client shall be limited in recovery for any alleged breach of contract, negligence, or other theory of law, to the total fee amount paid to Settlers in exchange for conducting this home inspection. Client hereby agrees to indemnify, defend and hold harmless Settlers, its employees and/or agents in the event any third party brings a claim against Settlers, its employees, and/or agents relating to the Inspection or Inspection Report.

**5. OPTIONAL SERVICES.** Pursuant to N.J.A.C. 13:40-15.2, Settlers will offer, for an additional fee, services that are not included in the home inspection, as delineated above. These services include, and are not limited to, radon testing and inspection for wood-destroying insects. Additionally, the Client is advised that this home inspection is not a substitute for a pre-settlement inspection, and Settlers is absolved from any liability for negligence and/or failure to report in the event that a pre-settlement inspection is not completed. The Client can retain the services of Settlers to perform a pre-settlement inspection to determine whether conditions have changed since the time of the home inspection and to inspect and remediation and/or repair performed to the premises, for a fee of \$125 per hour. Settlers **WILL NOT** re-inspect the property following the conclusion of this home inspection unless separately retained to do so by the Client. It is understood and agreed by the parties hereto that all limitations, provisions, exceptions and exclusions of this Agreement shall apply to any additional services entered into by the parties.

**6. SEVERABILITY.** If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force, valid and binding between parties, unimpaired by the courts holding.

**7. THE ENTIRE AGREEMENT.** This Agreement and the documents referred to herein represent the entire Agreement between Settlers and Client and supersede any and all prior representations, discussions, or agreements, whether written or oral. No change or modification from this Agreement shall be binding on either party unless mutually agreed to, in writing, and signed by all parties and supported by valid consideration. Client understands and agrees Settlers reserves the right to revise or modify the Inspection Report for a period of time not to exceed forty-eight (48) hours after the Inspection Report has been first delivered to the Client. This Agreement shall be binding upon and enforceable by the parties and their spouses, heirs, executors, administrators, successors, assignees and representatives.

A copy of this Agreement shall be retained for a period of five (5) years following the completion of the home inspection.

**I have read, understand and agree to all the terms and conditions of this Agreement and agree to pay the fee shown on Page 1.**

**I was provided this Agreement at least twenty-four (24) hours prior to the start of the Home Inspection.** \_\_\_\_\_  
(Initials)

Dated: \_\_\_\_\_ Signature of Client \_\_\_\_\_  
(One signature binds all)

Dated: \_\_\_\_\_ Company Representative \_\_\_\_\_

Amount Paid: \$ _____	Paid by. <input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Money Order <input type="checkbox"/> MC <input type="checkbox"/> Visa <input type="checkbox"/> AMEX <input type="checkbox"/> Discover
Credit Card #: _____	CVV2 #: _____ Exp. Date: _____
Billing Street # & Street Name with Credit Card Co.: _____	Billing Zip Code _____
Name on Card: _____	Signature: _____