

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:** Steve West 24GI00056500
(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: A home inspection is a limited visual, functional, non-invasive inspection, conducted for a fee or any other consideration, and performed 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 accessible elements of the following systems and components of a residential building: structural, exterior, roofing, plumbing, electrical, heating, cooling, interior, insulation and ventilation, fireplaces and solid fuel burning appliances, as described more fully in N.J.A.C. §13:40-15.16(c), but excluding recreational facilities and outbuildings other than garages or carports. The purpose of the home inspection is to identify and report on material defects found in those systems and components. A material defect is a condition, or functional aspect, of a structural component or system that is readily ascertainable during a home inspection that substantially affects the value, habitability or safety of the dwelling, but does not include decorative, stylistic, cosmetic, or aesthetic aspects of the system, structure or component. Accessible means available for visual inspection without requiring the moving of personal property, dismantling, destructive measures, or any action which will likely involve risk to persons or property.

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.settlershomeinspections.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.settlershomeinspections.com for a complete list of exclusions.

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. NOTICE OF CLAIMS. 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.

4. LIMITATION ON TIME TO BRING LEGAL ACTION. Any legal action, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of the New Jersey Consumer Fraud Act, *N.J.S.A. §56:8-1* through *§56:8-20*, 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 Inspection Report must be brought within one (1) year from the date of the Inspection, regardless of when the Client first discovers the facts supporting such possible claims as identified herein. 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.

5. 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 the New Jersey Consumer Fraud Act, *N.J.S.A. §56:8-1* through *§56:8-20*, 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 Inspection Report shall be submitted to final and binding arbitration with the American Arbitration Association (AAA) utilizing its Supplementary Procedures for Consumer-Related Disputes. The decision of the Arbitrator appointed by the American Arbitration Association 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.**

6. EXCLUSION OF ENVIRONMENTAL HAZARDS. 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, odors, noise, toxic or flammable chemicals, water or air quality, PCBs or other toxins, electromagnetic fields, underground storage tanks, proximity to toxic waste sites, carbon monoxide, the presence of or any hazards associated with the use or placement of Chinese drywall at the Property, the presence of any hazards created by or associated with the sale, possession or manufacture of controlled dangerous substances and illegal drugs, or any other environmental or health hazards, unless otherwise agreed to and an additional fee paid.

7. 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.

8. SEVERABILITY. If any portion of this Agreement is found to 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.

9. 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.

10. GOVERNING LAW. This Pre-Inspection Agreement shall by governed by New Jersey law. 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 between the parties.

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)

By checking this box, I, the Client, request Settlers to send a copy of the report(s) to my agent and or representative.

Dated: _____ Signature of Client _____
(One signature binds all)

Dated: _____ Company Representative _____

Fee Paid by Client for Wood Destroying Insect Inspection if applicable: \$ _____

Total Paid for all Services: \$ _____ Paid by. Cash Check Money Order MC Visa AMEX Discover