

EBERT HOME INSPECTION
878 Pompton Avenue - Suite 3B2
Cedar Grove, New Jersey, 07009
Telephone 973-239-6880
Facsimile 973-239-6875

PRE- INSPECTION AGREEMENT

Scheduled Home Inspection: DATE: _____ DAY: _____ TIME: _____ FEE: _____

Type of Home Inspection (s) to be performed: (check all that apply):

Structural	___	Termite	___
Mechanical	___	Radon	___

This agreement is between _____, (the Customer) presently residing at _____, and Ebert Home Inspection, (the Company) located at 878 Pompton Avenue, Suite 3B2, Cedar Grove, New Jersey, 07009 (telephone 973-239-6880, facsimile 973-239-6875), to conduct a Home Inspection for the property located at: _____, NJ.

The Company agrees to conduct a Home Inspection for the purpose of informing the Customer of any major deficiencies in the condition of the property, subject to the UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY below. The Home Inspection and report are performed and prepared for the sole confidential and exclusive use and possession of the Customer. The Company has no interest in the property. The cost of the Home Inspection is not contingent upon the discovery of any defects or other findings in the property by the Company. A licensed Home Inspector will perform the Home Inspection.

It is understood and agreed that a Home Inspection means a visual, functional, non-invasive Home Inspection conducted without operating systems or components which are shut down, inoperable, or not responding to normal operating controls; without moving personal property, furniture, equipment, plants, soil, snow, ice, or debris, using the mandatory equipment and including the preparation of a written Home Inspection report of the readily accessible elements of the following components of a residential building which may include the following as set forth in N.J.S.A. 13:40-15.16 (c) which is attached to this agreement:

Structural components.	Exterior components, grounds, grading,
Roofing system.(from ground with binoculars)	Chimney
Gutters, drainage	Electrical system
Plumbing system	Heating system
Cooling system	Interior components, walls, floors, ceilings
Insulation Components	Ventilation system
Fireplaces and solid fuel burning appliances	Garages or carports
Windows	

The testing of any system or component can be excluded at the request of the Customer.
The Home Inspection will be done in accordance with N.J.S.A 13:40-15.

Latent and concealed defects and deficiencies, and intermittent problems are excluded from the Home Inspection. The Home Inspector is not expected to enter any areas or perform any procedure that is unsafe or likely to damage the property or its systems or components; nor is the Home Inspector required to enter any area that does not have at least 24 inches of unobstructed vertical clearance and at least 30 inches of unobstructed horizontal clearance. The Home Inspection or its report is not required to determine life expectancy of systems or components or determine the cause of any condition or deficiency; or future conditions that may occur including the failure of systems and components. The Home Inspection will not determine whether water supply and waste disposal system are public or private; insert any tool, probe or testing device inside electrical panel, walk on un-floored sections of attics and light pilot flames or ignite or extinguish fires.

The Home Inspection shall not be construed to require a Home Inspector to inspect the items set forth in N.J.S.A. 13:40-15.16(b): a copy of which is attached to this Agreement. (See Reverse Side)

Maintenance and other items may be discussed, but they are not part of our Home Inspection. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

The Home Inspection and report do not address and are not intended to address the possible presence of or danger from any potentially harmful substances and environmental hazards including but not limited to mold, fungus, toxins, carcinogens, noise, contaminants in soil, water and air; radon gas, lead paint, asbestos, urea formaldehyde, toxic or flammable chemicals and water and airborne hazards. Also excluded are inspections of and report on swimming pools,

wells, septic systems, security systems, central vacuum systems, water softeners, sprinkler systems, fire and safety equipment and the presence or absence of rodents, termites and other insects. The Company does not test for the presence of, or functioning of, oil tanks or other storage tanks.

At the request of the Customer, a wood destroying insect infestation inspection certification will be issued under separate report, which is indicative of the condition of the subject structure(s) on the date of the inspection only, and is not to be construed as an express or implied warranty or guarantee against latent, concealed, or future infestation or defects.

The Company does not test for the presence of systems or conditions that might attract termites and other wood boring insects such as sub-slab heat, radiant heat, periodic swarmers, previous treatment, slab sleepers, wells, sump pumps, and french drains.

At the request of a customer, a Technically Exhaustive Inspection is available for a fee of \$1999.00 + time and materials. The seller's written permission is required, as some destructive tests will be performed.

At request of the Customer, a Radon Test will be performed in accordance with NJ DEP test protocols. The Company will make reasonable efforts to retrieve the canister in a timely manner.

If at the time of the Home Inspection an area or system is inaccessible for any reason and you will require the Home Inspector to return to the property, a fee of \$ 125.00 will be charged at the time of re-inspection(s).

All other inspections, if performed, will come under separate reports.

UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY

It is understood and agreed that Home Inspectors and associate Home Inspectors are governed by the rules in the New Jersey Administrative Code contained in N.J.C.A. 13:40-15 and that the licensee shall comply with these rules and failure to comply with the rules may subject the licensee to discipline.

It is also understood and agreed that the Company, its employees and agents are not insurers and that the Home Inspection and report are not intended or to be construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address.

It is also agreed and understood that the professional opinions contained in the report are often based upon inference because there is no direct evidence of a problem or incomplete information about it. The customer agrees to conduct a thorough pre-closing walk-through of the property per the attached checklist, and to present any defects or additional findings to the seller prior to closing.

The Customer hereby releases the Company, its agents and employees of and from all liability in connection with repairing or replacing any unreported defect or deficiency and for any losses and damages, including consequential and incidental damages, arising out of the Home Inspection and the report.

In the event that any claim is made against the Company, its agents or employees alleging breach of contract, breach of warranty, negligence, negligent misrepresentation, negligent hiring or under any other theory of liability, the Customer agrees to that any such claims shall be submitted to arbitration.

Additionally, any and all claims must be submitted to the Company, in writing, before any repairs are performed, not later than one year from the date of the inspection.

Additionally, the Customer agrees to indemnify the Company for it's expenses in defending a claim in the event that the Company prevails in it's defense of the claim

Furthermore, the liability of the Company and its agents and employees shall be limited to a sum equal to the amount of the fee paid by the Customer for the Home Inspection and report.

CLIENT AGREES TO PAY THE INSPECTION FEE BY CASH, PERSONAL CHECK, OR MONEY ORDER PRIOR TO CONCLUDING THE INSPECTION

BY SIGNING BELOW, THE PARTIES UNDERSTAND AND AGREE TO THE TERMS SET FORTH ABOVE.

Ebert Home Inspection

Home Inspector _____ Date _____ Customer _____ Date _____

License #24GI000 _____ Expires: _____ Customer _____ Date _____

I/we authorize Ebert Home Inspection to release a copy of this report to my Real Estate Broker/Agent and Attorney.

_____ Customer _____ Date _____

13:40 – 15.16 **STANDARDS OF PRACTICE**

- (a) All home inspectors and associate home inspectors shall comply with the standards of practice contained in this section when conducting home inspections. The scope of home inspection services performed in compliance with the requirements set forth in this section shall provide the client with objective information regarding the condition of the systems and components of the home as determined at the time of the home inspection.
- (b) Nothing in this section shall be construed to require a home inspector or associate home inspector to:
1. Enter any area or perform any procedure which is, in the opinion of the home inspector or associate home inspector, unsafe and likely to be dangerous to the inspector or other person;
 2. Enter any area or perform any procedure which will, in the opinion of the home inspector or associate home inspector, likely damage the property or its systems or components;
 3. Enter any area which does not have at least 24 inches of unobstructed vertical clearance and at least 30 inches of unobstructed horizontal clearance;
 4. Identify concealed conditions and latent defects;
 5. Determine life expectancy of any system or component;
 6. Determine the cause of any condition or deficiency;
 7. Determine future conditions that may occur including the failure of systems and components including consequential damage;
 8. Determine the operating costs of systems or components;
 9. Determine the suitability of the property for any specialized use;
 10. Determine compliance with codes, regulations and/or ordinances;
 11. Determine market value of the property or its marketability;
 12. Determine advisability of purchase of the property;
 13. 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;
 14. Determine the effectiveness of any system installed, or method utilized, to control or remove suspected hazardous substances;
 15. Operate any system or component which is shut down or otherwise inoperable;
 16. Operate any system or component which does not respond to normal operating controls;
 17. Operate shut-off valves;
 18. Determine whether water supply and waste disposal systems are public or private;
 19. Insert any tool, probe or testing device inside electrical panels;
 20. Dismantle any electrical device or control other than to remove the covers of main and sub panels;
 21. Walk on unfloored sections of attics; and
 22. Light pilot flames or ignite or extinguish fires.

ADDENDUM TO PRE-INSPECTION AGREEMENT AND PRE-CLOSING CHECKLIST

- The local fire department or engineering department will verify the location and operation of SMOKE DETECTORS and CARBON MONOXIDE MONITOR(S), Make certain that there is a CARBON MONOXIDE MONITOR on each living level.
- Ground Fault Circuit Interrupter (GFCI) outlets should be installed in all bath, kitchen, exterior, basement below grade, and garage electrical applications.
- A service plan on the heating and cooling system(s) should be obtained from a local contractor or your energy supplier(s).
- It is important that **all parts** of the Building Analysis Report (Inspection Report) be read, understood, and consulted so that you can avail yourself(s) of all of the information contained therein.
- We recommend that all locks be re-keyed immediately after closing to assure security.
- This inspection is not a code inspection. It is strongly recommended that local code official(s) be consulted to insure that all work done on the premises had appropriate permits, and that the proper inspections were performed and certificates issued.
- Prior to closing, preferably the day of closing, you should return to the property and conduct a pre-closing walk-through inspection. The purpose of the walk-through is to inspect the premises once the homeowner's belongings are removed and to re-confirm the condition of the property. Use the same methods and techniques that your home inspector used during the home inspection. Assure yourself that all of the systems are in the same working condition noted during the home inspection, and that no major modifications have been performed on the property. Secure all warranties, manuals, and instructions, etc. for major systems and appliances:
 - ❑ EXTERIOR and ROOF: Inspect for damage, cracks, or deterioration to doors, windows, siding, fences, and decks; make certain that all gutters and downspouts are intact; that the garage door opener has been provided.
 - ❑ STRUCTURE and BASEMENT: Inspect any major modifications; look for new cracks, deterioration, water damage on basement walls and floor surfaces; check the sump pump (if any) for operation.
 - ❑ HEATING and COOLING: Turn up thermostat and make certain heating system(s) fire; check that every heat source (convector, radiator, vent) is active; if exterior temperature exceeds 65° F. check operation of air conditioner(s).
 - ❑ PLUMBING and ELECTRICAL: Turn on all bath and kitchen fixtures and leave running during the walkthrough- check for leaks under all sinks and in basement; verify that lights work and that all extension cords have been removed.
 - ❑ KITCHEN: Turn on dishwasher and let it run it's cycle- check for leaks; check counters and sinks for abrasions/scratches; turn on range or cooktop and oven to make certain it is operational; check refrigerator, washer, dryer (if included) to make certain they are operational; check exhaust fan if any.
 - ❑ INTERIOR: Look for new stains/cracks/deterioration on floors, walls, ceilings; make certain all fixtures (included in sale) are present.
 - ❑ DOORS and WINDOWS: Look for signs of leakage; make certain there are no broken windows.
 - ❑ ATTIC: Check for new leaks or signs of moisture; look for signs of birds or rodents.