

Absolute Home Inspections

20 Doral Drive, Westampton, N.J. 08060

609-265-0464

www.absoluteinspect.com

INSPECTION AGREEMENT PAGE 1

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. PLEASE READ IT CAREFULLY

INSPECTION ADDRESS:	INSPECTION FEE:	\$
CUSTOMER(S):	ADDITIONAL SERVICES:	
ADDRESS:		
INSPECTION DATE: 2008	TIME:	TOTAL: \$

CUSTOMER (name(s) above) hereby requests a generalist's visual inspection of the primary building(s) at the above address, to be conducted by the above inspection company, herein to be referred to as ABSOLUTE, for the CUSTOMER(s) sole use and benefit. CUSTOMER(s) warrants that they will carefully read the entire inspection report when they receive it and will promptly call ABSOLUTE with any questions they may have. **If the property is occupied, or if the property is unoccupied but furnished the property owner or a representative of the property owner must be present during the inspection.**

SCOPE OF INSPECTION: The property inspection to be performed for the customer named above is a **non-invasive** physical examination of the visible and readily accessible portions of the primary building(s) at the address listed above. This inspection is limited to a **visual examination** of the following major components:

Foundation	Electrical	Exterior	Walls	Doors	If near building:
Sub-floor Framing	Plumbing	Roofing	Ceilings	Windows	Paving
Site Drainage	Heating	Attic	Floors	Venting	Decks
Built-in Appliances	Water Heater	Fireplace	Stairs	Chimney's	Fencing

This inspection is limited to the **real property** only. A random sampling of items such as anchor bolts, window operation, safety glass, cabinetry and electrical outlets are checked. No representation is made as to how long any equipment inspected will continue to function.

Latent, concealed defects and deficiencies are excluded from this inspection. Absolute shall have no liability for conditions that are concealed from view or inaccessible to the inspector.

The inspection, ancillary services, inspection agreement and report do not constitute a warranty, an insurance policy, or a guarantee of any kind; nor do they substitute for any disclosure as may be required by law.

The inspector is a generalist and not a licensed engineer or expert in any specific craft or trade. If the inspector recommends further action, including (but not limited to) consulting with a specialized expert(s) you must do so at your expense or otherwise assume all risks associated with failure to do so. This inspection is not technically exhaustive or code compliant to any governmental agency. The fee charged for this inspection is substantially less than that of a technically exhaustive inspection.

CONDITIONS OUTSIDE THE SCOPE OF THIS INSPECTION INCLUDE BUT ARE NOT LIMITED TO:

- Code or zoning violations; permit research; easements; rights of way; boundaries; condition of title; previous use; occupancy designation; compliance with manufacturers' specifications.
- Obtaining or reviewing information from any third parties including but not limited to; sellers, occupants, contractors, consultants, attorneys, agents or homeowner associations.
- Evaluating fire-resistive qualities of any system, structure or component.
- Common areas, or systems, structures, or components thereof including, but not limited to, those maintained by a homeowners association.
- Examination of conditions related to animals, rodents, insects, wood-destroying insects * or organisms, mold and/or mildew or damage(s) caused thereby.
- Any form of engineering analysis, such as structural, geological, and hydrological stability or soils conditions or contamination or wave action evaluations; land surveying or architectural examinations.
- Unique and/or technically complex systems or devices, such as heat exchangers, remote controls, motion sensing or photoelectric devices, alarm systems, fire detection systems (other than smoke alarms), solar systems, air quality control systems, radio or computer controlled devices, automatic timer controls, elevators, dumbwaiters, satellite dishes, automatic gates, radon mitigations systems, chimney flue's*, wood, pellet or coal stoves* etc.
- Low voltage electrical systems, such as TV antenna, TV signal cables, telephone wiring, intercoms, security systems, speaker wires, automated equipment, landscape lighting, etc.
- Environmental and health hazards or conditions, including, but not limited to toxic or non-toxic mold and/or mildew, reactive, combustible and corrosive contaminants, radon testing* carbon monoxide*. Also wildfire, flood, and geological conditions.
- Private water or private sewage systems or related equipment, such as wells, septic systems, sewage pumps, water softeners, water purification systems, etc.
- Swimming pools, hot tubs, spas, waterfalls, ponds, fountains, saunas, steam baths, or similar fixtures and related all equipment.
- Building or property measurements, value appraisal, and costs for corrective work.
- Electrical load calculations; testing of gas shutoff valves; testing for gas leaks *.
- Latent defects or predictions of life expectancy of components or systems.
- Window mounted or gas-powered air conditioners.
- Detached ancillary buildings * (except for parking structures), boat docks bulkheads and related equipment.
- Gas and electric appliances such as fire pits, barbecues, and outside heaters.
- Systems, structures or components, which are not permanently installed.
- Advisability of purchase.
- Noise transmission; determination of odors.
- Cosmetic finishes and conditions; landscaping, foliage, lot drainage.
- Fire sprinkler; landscaping sprinklers except as otherwise noted
- Items specifically noted as excluded or items not specifically identified in the written report
- Technically exhaustive inspections, evaluations or tests of any type.
- Notification of product recalls, defects, or similar notices.

* **May be contracted at an additional fee.**

HIDDEN AND LATENT DAMAGES: Prior to the expiration of your inspection contingency period, all areas requiring invasive or destructive testing must be made accessible, accessed, invasively or destructively tested and professionally inspected; all areas not accessed, not entered, inaccessible, not traversed or restricted must be made accessible, accessed and professional inspected or CUSTOMER accepts open-ended risks. **Under no circumstances will ABSOLUTE or its inspector perform invasive or destructive testing.**

UNFORESEEN CONDITIONS, WEATHER AND SAFETY: The weather and other unforeseen conditions that exist on the day of the inspection may vary the scope of the work to be performed by ABSOLUTE. Air conditioning equipment will not be evaluated, operated or inspected during cold weather. At your written request ABSOLUTE will return to inspect those areas of the property that could not be inspected for a fee of \$200.00.

Any area that poses a threat to the inspector's safety or health will not be inspected or entered including but not limited to steep, slippery or brittle roofs or walk any roof not accessible from a sixteen (16) foot ladder. Wet or flooded area's, or areas with less than 24" of unobstructed vertical clearance and at least 30" of unobstructed horizontal clearance will not be entered. Un-floored attics will not be entered and will be inspected from the entrance only.

THE REPORT

A written inspection Report will be prepared identifying which systems and components designated for inspection are, in the professional opinion of the inspector, significantly deficient or near the end of their service lives, why they are near or at the end of their service lives, whether further evaluation or correction is needed and whether any system or component was not inspected and why it could not be inspected. CUSTOMER shall not rely on any oral statements made by the INSPECTOR prior to issuance of the written report.

If the property being inspected is newly constructed or renovated and or has been vacant for more than three (3) months, then we must advise you that systems and components have not been proven out by the test of time, and adequate indications or clues to latent defects may not yet be present, and our inspection may not be able to disclose these latent defects.

If the structure being inspected is under construction or in the process of being renovated on the date of the inspection, then it is not possible to make an assessment for inadequacies, defects or potential hazards due to the incomplete nature of the construction or renovation work. Therefore, the Client agrees to hold Absolute Home Inspections harmless against defects etc., discovered subsequent to this inspection.

ABSOLUTE reserves the right to modify the Report for a period of time that shall not exceed seventy-two (72) hours after the Report has been first delivered to you. Should we, as a courtesy, exceed any particular requirement set forth herein in one area, we shall not be obligated to exceed the requirements in other areas. **Only you and/or your attorney will receive the inspection report**

NEW JERSEY STANDARDS OF PRACTICE: The Home Inspection Advisory Committee promulgated under the authority of the Home Inspection Professional Licensing Act (NJSA 45:8-61 et seq), which set forth the minimum standards of practice required by the New Jersey licensed home inspector. The New Jersey Standards require the inspector to 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. Pursuant to the New Jersey Standards, the inspector is not required to return at a later date to inspect any systems or components that were not inspected due to unforeseen circumstances at the initial home inspection.

Absolute Home Inspections will perform the inspection in compliance with the American Society of Home Inspections (ASHI) standards. However, in the event that the New Jersey Standards impose a duty or obligation not required in the ASHI Standards, we will comply therewith.

This inspection will be in full compliance with the New Jersey Standards. New Jersey home inspectors are governed by the rules in the New Jersey Administrative Code contained at NJAC 13:40-15, and the licensee shall comply with these rules. Failure to comply with the rules may subject the licensee to discipline.

COST ESTIMATES: Prior to the expiration of CUSTOMERS inspection contingency CUSTOMER agrees to obtain cost estimates from reputable firms and/or licensed contractors for the repair of MATERIAL DEFECTS and other concerns mentioned in the inspection report. CUSTOMER agrees not to rely upon cost estimates that may be provided by ABSOLUTE.

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WHAT IS A MATERIAL DEFECT: 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, 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.

PRE-SETTLEMENT: CUSTOMER accepts that this home inspection is no substitute for a pre-settlement inspection. Damages, symptoms, clues, mechanical failures, etc. may appear after the home inspection is performed and before closing.

Absolute Home Inspections does not endorse or guarantee the integrity of any component of the home that was built or installed without a permit and which could include latent defects or any item that may have been subject to a manufacturer's recall. What Absolute Home Inspections provides is a conscientious non-destructive inspection conforming the NJ regulations and industry standards

CUSTOMER agrees to conduct a PRE-SETTLEMENT inspection of the home as close as possible to the time of closing. CUSTOMER waives any right to make a claim against ABSOLUTE if CUSTOMER has not diligently performed a pre-settlement inspection or if CUSTOMER did not initiate more extensive investigation and follow through with specialists on all problems noted in the inspection report.

LIMITATION OF LIABILITY: CUSTOMER agrees and understands that if ABSOLUTE is found liable for any loss or damage due to negligence or the failure to perform obligations in the Agreement, including the improper or negligent performance of the inspection or the improper or negligent reporting of the conditions of the property ABSOLUTES maximum liability shall be limited to twice (2 times) the fee paid to ABSOLUTE for the home inspection (minus ancillary services if any), and this liability shall be exclusive. (Unless contrary to State Law).

TIME LIMIT AND REQUIREMENTS TO SUE: CUSTOMER must bring claims in a timely manner, (within one hundred twenty days (120) of the date of the inspection). CUSTOMER must inform ABSOLUTE in writing and provide ABSOLUTE the right to examine the subject matter and area of any claim within ten (10) days of discovery and prior to any remedial measures or repairs. If all the above provisions are not met, CUSTOMER waives the right to sue ABSOLUTE and ABSOLUTE has no liability.

ARBITRATION: Any dispute concerning the interpretation of this Agreement or arising from the Services and Report (unless based on payment of fee) shall be resolved by binding, non-appealable arbitration conducted in accordance with the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. Judgment of the award rendered by the arbitration panel may be entered in any court having jurisdiction hereof. All costs for the arbitration will be the full and sole responsibility of the person or entity bringing the claim. All arbitrators shall have knowledge of the home inspection industry and at least two members of the arbitration panel shall be members of the New Jersey Bar. In ascertaining the degree of care that would be used by a prudent home inspector, all arbitrators shall rely solely upon N.J.A.C.13:40-15

LEGAL FEES/OTHER EXPENSES: If either party makes a claim against the other for any error, omission or other action arising out of the work performed under this agreement and fails to prove all aspects of such claim, to the degree necessary to prevail at the Arbitration or any court or tribunal found to have jurisdiction over the contractor or any controversies related to this Agreement, home inspection or inspection report the party making the claim agrees to pay all attorney fees, arbitrator fees, expenses and costs incurred in the defense of the claim. CUSTOMER agrees to pay all of ABSOLUTE'S collection costs (legal fees and expenses)

RIGHT OF ENTRY, CLIENT PARTICIPATION: CUSTOMER warrants that all approvals necessary for ABSOLUTES entry onto the property have been secured. The CUSTOMER is encouraged to participate in the inspection. ABSOLUTE shall have no liability for personal injury, property damage or any other damage resulting from CUSTOMERS participation in, or attendance at the home inspection.

CONFIDENTIALITY. You understand that the Services are being performed (and the Report is being prepared) for **your** sole, confidential and exclusive benefit and use. Neither the Report, the contents of the Report, or any representation made herein are assignable or transferable without the express written permission of Absolute Home Inspections. If you directly or indirectly allow or cause the Report or any portion thereof to be disclosed or distributed to any third party, you agree to indemnify, defend, and hold Absolute Home Inspections and inspector of all costs, expenses and legal fees arising out of any legal proceedings brought by a third party who claims he/she relied on representations made in this inspection report and was damaged thereby.

Please note that if this property is part of a condominium or co-operative development, maintenance of the communal areas systems and components is typically the responsibility of an Owners Association. Inspection of these areas is considered to be beyond the scope of this home inspection. Furthermore, as the evaluation of the unit as affected by common areas is beyond the scope of this inspection, any comments that may pertain to said areas have been made as a courtesy only, and should be addressed via the current owner to the Association. Correction of common area deficiencies will be at the discretion of the Association. Absolute Home Inspections shall not be responsible for defects or deficiencies involving communal areas, systems and components.

RADON TESTING. If a Radon Screening Test is ordered to be performed by Absolute Home Inspections please be advised that this company conforms to the procedures and protocols of the State of NJ as regulated by the NJDEP. This test is performed using approved methods, and the radon test is done in association with a NJ certified radon measurement business and is processed by a certified laboratory. Please be aware that since the test equipment must be left unattended at the subject property location, it is possible that tampering can take place and the results of this test can therefore be inadvertently or fraudulently altered by persons at the test site. If you are not willing to assume this risk, then I recommend that the test be deferred until conditions are appropriate for radon testing and the site is secure.

INSPECTION FEES

Home inspection up to 2500sf with one heating system	\$399.00
Townhouse inspection w/basement	\$345.00
Townhouse inspection w/o basement	\$325.00
Condo inspection (interior only)	\$285.00
Radon testing w/inspection	\$125.00
Chimney flue scan (one (1) flue) w/inspection	\$ 99.00
Additional heating/cooling system(s)	\$ 25.00 ea
Wood Destroying Insect Certification	Included

Additional fee of \$10 per 100sf apply to homes over 2500sf.

Additional fee information can be found at
<http://www.absoluteinspect.com/fees.htm>

ACCEPTANCE OF THIS AGREEMENT: This agreement shall be binding upon, and inure to the benefit of the parties hereto, their heirs, successors, assigns, agents, and representatives of any kind whatsoever. This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings or representations shall change, modify, or amend any part of this agreement.

If this inspection is cancelled by you without at least 24 hours notice, or if we arrive at the scheduled time and access to the home is not provided by the real estate agent or the homeowner, we have a right to charge a fee equal to one-half (1/2) the fee for the inspection. This fee can be applied to another inspection if scheduled within 30 days.

The fee for the inspection is due at the time of the inspection. The inspection report or any information pertaining to the condition of the property will not be released prior to payment of the inspection fee.

I (we) have read both pages of this inspection agreement and understand and agree to the terms and conditions of this agreement, including (but not limited to) the limitation of liability, arbitration clause and limitations period, and agree to pay the fee listed on page one (1).

I (we) hereby request a home inspection to be performed by Frank Turak - Home Inspectors License Number 24GI00020700 at the above listed address.

CUSTOMER: _____ DATE _____

CUSTOMER: _____ DATE _____