

AGREEMENT FOR HOME INSPECTION SERVICES

THIS AGREEMENT is made on _____, by and between **Meyers Home Inspections**, (hereafter called the "Company"), and _____, residing at _____ (herein after called the "Client").

Contact phone: _____ ; EMail: _____ Fax: _____

Realtor or Home Owner Contact: _____

1. The Company agrees to perform a Home Inspection of the residential property known as:

_____.

2. This home inspection is scheduled to be done on _____

3.	<u>Services Ordered</u>	<u>Cost</u>	
	Home Inspection	\$	
	Wood Destroying Insect Inspection	\$	(sub-contracted)
	Canister type Radon Screening Test	\$	
	Cont. Radon Monitor Test	\$	

Total Amount Due **\$**

The total amount for the Home Inspection and any additional services is payable in full on or before the close of the Home Inspection. Payment may be in the form of cash, check, or postal or NJ bank money order, American Express, MasterCard or Visa credit cards.

If you are paying by credit card, please fill in the following information:

CREDIT CARD INFORMATION

Card Type: _____ Card Number: _____ Exp. Date: _____

Name on Card: _____ Signature _____

4. **Scope of the Home Inspection** The home inspection performed shall provide the client with objective information regarding the condition of the of the home as found on the date of the inspection. **This inspection is performed in accordance with N.J.A.C. 13:40-15, a copy of which can be obtained from the NJ Dept. of Consumer Affairs.** The licensed home inspector must comply with the provisions of statute N.J.A.C. 13:40-15, which defines the home inspection, and has provision for disciplinary action or penalty for non-compliance.

5. **Components of the Home Included in the Home Inspection**

Structural Components Foundation, floors, walls, ceilings, and roof.

Exterior Components Exterior surfaces, excluding shutters, screening, awnings, & other seasonal accessories. Exterior doors, excluding storm doors or safety glazing. Windows, excluding storm windows & safety glazing. Attached or adjacent decks, balconies, stoops, steps, porches, and their railings. Vegetation, grading, drainage, & retaining walls with respect to their immediate detrimental effect on the condition of the residential building, excluding fences, geological or soil conditions, sea walls, break walls, bulkheads & docks, or erosion control & earth stabilization. Attached or adjacent walkways, patios, & driveways; garage doors, including automatic door openers and entrapment protection mechanisms, excluding remote control devices.

Roofing System Components Roofing surface, excluding antennae & other installed accessories such as solar heating systems, lightning arrestors & satellite dishes. Roof drainage systems. Flashing. Skylights. Exterior chimneys.

Plumbing System Components Interior water supply and distribution systems including functional water flow and drainage. Wells, well pumps and well related equipment, or water supply quantity or quality & water conditioning systems & lawn irrigation systems are excluded. Interior fixtures & faucets, excluding shut-off valves and well and water storage related equipment. Drain waste and vent systems. Domestic water heating systems w/o operating safety valves, excluding solar water heating systems. Combustion vent systems, excluding interiors or flues & chimneys. Drainage sumps, sump pumps, and related piping.

Electrical System Components Service entrance system. Main disconnects, main & sub-panels, including interior components of main & sub-panels. Wiring, without measuring amperage, voltage, or impedance, excluding any wiring not a part of the primary electrical power distribution system such as central vacuum systems, telephone or cable wiring, intercom systems, security systems, and low voltage wiring systems. Over-current protection devices & the compatibility of their ampacity with that of the connected wiring. At least one of each interior installed lighting fixture, switch, & receptacle per room & at least one exterior installed lighting fixture, switch, & receptacle per side of the house. Ground fault circuit interrupters.

Heating System Components Accessible components of permanently installed heating equipment, without determining heat supply adequacy or distribution balance, excluding humidifiers, electronic air filters & solar heating systems. Combustion vent systems & chimneys, excluding interiors of flues or chimneys.

Cooling System Components Permanently installed central cooling system, excluding electronic air filters & excluding

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MHI Services, Inc. d/b/a MEYERS HOME INSPECTIONS

R. Meyers, Inspector of Record, Lic. 24GI00010700

35 Glenside Road, South Orange, NJ 07079

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www.meyershomeinspections.com

determination of cooling supply adequacy or distribution balance & without operating central cooling equipment when weather or other circumstances may cause damage to the cooling equipment.

Interior Components Walls, ceilings, & floors excluding paint, wallpaper, & other finish treatments, carpeting & other non-permanent floor coverings. Steps, stairways, & railings. Installed kitchen wall cabinets to determine if secure. At least one interior passage door & operate one window per room excluding window treatments. Household appliances limited to the kitchen range & oven to determine operation of burners or heating elements excluding microwave ovens & the operation of self-cleaning cycles and appliance timers & thermostats, dishwasher to determine water supply & drainage, garbage disposal unit.

Insulation Components & Ventilation System Insulation in unfinished spaces without disturbing insulation. Ventilation of attics & crawl spaces. Mechanical ventilation systems.

Fireplaces & Solid Fuel Burning Appliances Fireplaces & solid fuel burning appliances without testing draft characteristics, excluding fire screens & doors, seals & gaskets, automatic fuel feed devices, mantles, & non-structural fireplace surrounds, combustion make-up air devices, or gravity fed & fan assisted heat distribution systems. Chimneys & combustion vents, excluding interiors of flues and chimneys.

6. Systems or Components Specifically Excluded By agreement between the company and the client, the following systems or components are excluded from the Home Inspection: Household appliances not included under Paragraph 5, Interior Components, including, but not limited to, clothes washing equipment. Any parts of the home that are currently undergoing renovation and are incomplete. Common areas maintained by a condo or an owners association.

7. If any included systems or components can not be inspected because of conditions that are not in our control at the initial home inspection, at your written request, we will return at a later date for a re-inspection fee of \$200.00.

8. Limitations & Constraints applying to the Home Inspection (as per NJ State Regulations)

As part of a Home Inspection, we are NOT required to do the following:

Enter any area or perform any procedure which is unsafe or likely to be dangerous to the inspector or other persons, or is likely to damage property or systems or components, or has less than 24 inches of unobstructed vertical clearance & at least 30 inches of unobstructed horizontal clearance. Identify concealed or latent defects, determine life expectancy of any system or component, or determine the cause of any condition of deficiency. Determine future conditions that may occur, including the failure of systems & components, including consequential damage. Determine operating costs of systems. Determine the suitability of the property for any specialized use, determine compliance with codes, regulations, and/or ordinances. Determine the market value of the property, or advisability of purchase of the property. Operate any system or component which is shut down or otherwise inoperable, or does not respond to normal controls, or operate shut-off valves. Light pilot flames or ignite/extinguish fires. 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 or sub-panels. Walk on unfloored sections of attics. Mount and walk the roof if it is unsafe to do so.

8.1 Mold, Fungal Organism, & Other Hazard Exclusion. We are not licensed or certified for, insured for, or required as part of a home inspection, to determine the presence of mold, fungal organisms or any potentially hazardous materials, plants, animals, or diseases, or the presence of, toxins, carcinogens, noise, and contaminants in soil, water or air, including, but not limited to, lead, formaldehyde, asbestos, EM fields, or determine the effectiveness of any system installed or method utilized to control or remove suspected hazardous substances or conditions. If you have concerns about mold or other potential health hazards, you are advised to consult others specializing in this work.

9. Evaluation of structural components of the home is limited to accessible and visible foundation and framing only.

Excavation, removal of wall, ceiling, or floor covering, or digging, boring or soil testing, is beyond the scope of this inspection. A single visit inspection can not definitively determine if a foundation crack or other defect is stable.

10. If the structure being inspected is under construction or in process of being renovated on the date of 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, and the client therefore agrees to hold the Company harmless against defects etc, discovered subsequent to this inspection.

11. Evaluation of exterior facades covered with "EIFS" or synthetic stucco is excluded from this inspection, since proper inspection of such systems can not be done in the course of a home inspection. We are not certified EIFS inspectors. We are not insured for defects related to this type of inspection. We recommend that if such systems are present, evaluation by others expert in this area of construction be consulted.

12. The parties agree that the Company and the Inspector assume no liability or responsibilities for the cost of repairing or replacing latent defects or deficiencies arising in the future, or for any future property damage, consequential damage or bodily injury or harm. If any legal action related to perceived errors or omissions on the part of the home inspection are contemplated, the Company must be informed in writing within ten days of discovery, and allowed to re-inspect prior to any restoration or repair of relevant defects. If you do not inform us of your complaint or allow us re-inspection access prior to repair, your claim may be considered to be unfounded and/or inaccurate. If you file a law suit against us that is unsupported "frivolous" we will take whatever legal action available to recover our cost of legal defense. Only the client, and no other party, shall have an action to recover damages arising from a home inspection or home inspection report. The inspection and report are not intended to be used as a guarantee, warranty, or insurance policy, expressed or implied, regarding the property and systems included in the inspection report. This inspection and report is also not a certification or implied warranty of habitability, merchantability or fitness for use of any kind.

13. The written inspection report is prepared for the sole, confidential, and exclusive use and possession of the undersigned client only. **Only the written report is the work product we supply to you.** After the inspection at the home is completed we often find that we have to consult other resources or information to provide you with accurate information about the

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home, and therefore conversations with the inspector that may take place during the inspection are not our final report and should not be considered in your actions regarding the purchase of the home. **Neither the report, the contents of this report, nor any representation made herein are assignable or transferable without the express written permission of the company.** The client agrees to indemnify and hold harmless the Company and the 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.

14. **Client is urged to attend the inspection** and by failing to, so loses the opportunity to learn important information from the company about the condition of the premises. Client is requested to inform the Company prior to the inspection of any areas or conditions or particular concern about the house, and of any prior inspection reports or disclosures in their possession.

15. If a Radon Screening Test is ordered to be performed by this company, 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 in 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 we recommend that the test be deferred until conditions are appropriate for radon testing and the site is secure.**

16. 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 (or similar name) 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. **Meyers Home Inspection Services shall not be responsible for defects or deficiencies involving communal areas, systems, and components.**

17. **We are not licensed for or certified to test water, evaluate private waste disposal systems (septic systems), inspect for mold or fungal or bacterial or viral organisms, test for lead in water or paint or soil, test or identify formaldehyde, asbestos, or other environmental or health hazards (radon testing excepted), and these services are specifically not included in the Home Inspection.** As a convenience and in order to expedite the inspection process, we may sub-contract wood destroying insect inspections, water tests, and other tests, but only at your specific request. When this is done, it will be disclosed on the first page of this agreement as "sub-contracted". The cost for these subcontracted services is included in the total fee payable to Meyers Home Inspection Services as a convenience only. If the client wishes, these fees for additional sub-contracted services may be paid directly to the providers of such services and deducted from the total fee. We assume no responsibility for errors and omissions or negligence by independent subcontractors. Disputes related to subcontracted services must be settled directly with the sub-contractor providing the additional service.

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

19. If the property being inspected is newly constructed or renovated and or has been vacant for more than 3 months, then we must advise you that systems 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.

20. **This written agreement is a contract and is the entire contract,** and only changes signed by the contracted parties are valid. If any part of this agreement is found to be invalid, the remaining provisions will continue to be effective.

21. 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 owner, we have a right to charge a fee equal to one-half of the home inspection charge, creditable towards another inspection you may order within 30 days.

22. **You are ordering a home inspection subject to and bound by the regulations of the State of New Jersey.** The home inspection will be done by an experienced NJ Licensed Home Inspector. Even if the home inspector is an engineer, please understand that the inspection is **not an engineering inspection,** which would be exhaustive in nature and at significant additional cost, but is an inspection defined and limited by the NJ Home Inspection statutes in effect on the date of the inspection.

AUTHORIZATION

I have read & understood this contract and agree to all of the terms & conditions therein, and authorize the Company to complete an inspection of the property in accordance with the terms of this agreement.

◆ **Client Signature(s):** _____

Dated: _____

Only you will receive the home inspection report unless you instruct us to provide it to others. We need your permission if you wish us to send copies of the home inspection report to other parties. Permission is hereby granted to provide copies of the home inspection report to the following parties:

Name & Relationship to Client

EMAIL or FAX Info

Your Initials

1. _____

Client Initials: _____

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2. _____