

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

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Home Inspector of Record, Ronald R. Meyers, NJ HI License 24GI00010700

AGREEMENT FOR HOME INSPECTION SERVICES

THIS AGREEMENT is made on _____, by and between **MHI Services, Inc.** d/b/a Meyers Home Inspections, (the "Company"), and _____, current mailing address _____ (the "Client").

Contact phone: _____ EMail: _____

Other Contact: _____ Scheduled Home Inspector: _____ Re: _____

The Company agrees to perform a Home Inspection (and any additional services listed below) of the residential property known as:

This inspection is scheduled to be done on _____.

<u>Services Ordered</u>	<u>Cost</u>
Home Inspection	\$
Wood Destroying Insect Inspection	\$
Radon Screening Test (Canister type)*	\$
Other Services	\$
Total Amount Due	\$

**This is a special reduced charge for radon testing where only one additional visit to the home is required to complete the test. If conditions in the home are not appropriate for radon testing we will not initiate the test on the date of the home inspection, and two additional visits to the home will be needed to complete the radon test. An additional charge of \$75.00 for the additional visit will be charged.*

If any included systems or components cannot 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 for an additional fee based on our rate of \$250.00/hr.

The total amount for the Home Inspection and any additional services is payable in full on or before the close of the Home Inspection.

INCLUDED in INSPECTION: MHI Services, Inc. agrees to conduct an Inspection of the subject property. The term "Inspection", as used in this agreement, shall mean a **limited and primarily visual inspection of the readily accessible and exposed areas and apparent conditions existing at the time of the inspection only. Latent and concealed defects and deficiencies are excluded from the Inspection.** In accordance with N.J.A.C. 13:40-15.16, the inspection shall be limited to those areas that do not require any invasive measures to inspect the items. The inspector is **NOT** to be responsible for the moving of items including, but not limited to appliances, furniture, floor coverings or storage for the purpose of conducting the inspection. Any concealed or inaccessible conditions that may be present are outside the scope of this inspection. The Inspection is not intended to establish the value of the subject premises or any portion thereof. No representation or recommendation is made or intended regarding the advisability of purchase. **The major functional systems and building components include: structural components where accessible, central heating (humidifiers, electronic filters, and zone controls not included), central air conditioning (weather permitting), interior plumbing, electrical systems, roofing, interior components, fireplaces, water heaters, and permanently installed appliances unless otherwise indicated in the report.**

SYSTEMS EXCLUDED FROM THE INSPECTION: There is NO representation that the inspection covers all aspects of the building or systems, including structural conditions. **Among conditions and/or considerations that are specifically NOT INCLUDED are: Testing for or otherwise attempting to detect the possible presence of or danger from mold/mildew or other fungal growth/spores, asbestos, radon (unless separately ordered), natural gas, urea formaldehyde, lead in paint or water, soil contamination and other indoor or outdoor pollutants, toxic or flammable chemicals, water or airborne related illnesses or diseases, and all other similar or potentially harmful substances or environmental conditions. Also excluded are below-ground fuel storage tanks, or any other ecological or environmental materials or conditions. The Home Inspection does not include underground water wells, underground sewage disposal systems, underground water supply or wastewater piping, pools, security systems, central vacuum systems, intercoms, water softeners, and/or the presence or absence of rodents and insect infestation.** Although an inspection for the presence of wood destroying insects is excluded from the *Home Inspection* as defined by NJ regulations, an inspection for the presence of wood destroying insects (Termites, etc.) may be performed as a *sub-contracted service* if requested and listed under "Services Ordered". Cosmetic deficiencies are excluded, including without limitation, paint, wall-coverings, carpeting, flooring, paneling, lawn and landscaping. The following systems or components are also excluded from the

Home Inspection: Common areas maintained by a condo or an owners association; appliances that are not permanently installed or connected; laundry appliances; any parts of the home that are currently undergoing renovation and are incomplete.

EIFS (Synthetic Stucco) Exclusion: Evaluation of exterior facades covered with "EIFS" or synthetic stucco is specifically EXCLUDED from this inspection, since proper inspection of such systems cannot 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.

Further Limitations: MHI Services, Inc. is not responsible for, nor can it inspect building areas or systems components that were not visible or were otherwise hidden from view because of paneling, drywall, suspended ceiling materials, carpeting, furniture, stored items, wall coverings, appliances, shrubbery, snow, soil, or any other material. If the structure being inspected is **under construction** or in process of **being renovated**, or is **newly constructed** or has been **vacant for more than 3 months**, then it may not be possible to make an assessment for inadequacies, defects, or potential hazards due to the incomplete nature of the construction or renovation work, 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, and the client therefore agrees to hold the Company harmless against this type of latent defect that might be discovered subsequent to our Inspection. 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. We make no representations or warranty that the Property complies with building, plumbing, mechanical, electrical or zoning codes and/or local ordinances. This is **not** a code-compliance inspection. What we provide is a conscientious non-destructive inspection conforming to NJ regulations and industry standards. Maintenance and other considerations may be discussed but are not a part of the inspection. The inspection and report **do not** address compliance with past or present governmental building codes or regulations of any kind, nor do we inspect for or address risk management, loss control considerations or otherwise provide safety inspection services. The Client understands that any verbal repair or replacement cost estimates given at the time of the inspection are only price approximations intended to be a source of initial guidance only. They are not an offer to affect repairs, and the Client is urged to seek other opinions and estimates from specialists in that field when making decisions regarding repairs. Our fees are based on a single limited-time visit to the Property. If additional visits are required for the Property inspection, additional fees will apply. If additional visits are required for any other reason, additional fees will apply. If you have ordered additional tests or inspections done by others, including, but not limited to Radon, Water, Septic, Lead, Wood Destroying Insects, Asbestos, and exhaustive technical inspections, those services, and reports are independent of our Inspection and Report, and are services for which we assume no liability.

STANDARDS of PRACTICE: Client understands that the inspection is limited to visual observations only and that its purpose is to help me identify "Material Defects" in the dwelling that would affect the typical purchaser's buying decision. MHI Services, INC. ("we" or "us" or "our") agrees to use their best efforts and abilities, consistent with N.J.A.C. 13:40-15 of the New Jersey Administrative Code and the *American Society of Home Inspectors, Inc.* (ASHI) Standards of Practice and ethics, and applicable Regulations and Standards set out in N.J.A.C. 13:40-15.16 to provide me with a report stating the "Material Defects" present, significance of these "Material Defects", and recommendations relevant to these *Material Defects*. As per NJ 13:40-15.2, "Material Defect" means 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. The inspection and/or report may exceed applicable Standards as to certain items or reported conditions. Such instances are not intended to imply, nor should they be construed to mean, that the inspection and/or report are intended to or will exceed such Standards as to other items or reportable conditions. A written Inspection Report ("Inspection Report or Home Inspection Report") shall be prepared for the sole confidential and exclusive use and possession of the Client and is not to be utilized or relied upon by any other person or entity.

A summary of the systems and components that will be inspected and reported on as required pursuant to N.J.A.C. 13:40-15.16 is noted under "INCLUDED in INSPECTION" in this Agreement. Home Inspectors are governed by the rules in the New Jersey Administrative Code contained in N.J.A.C. 13:40-15.16. The Licensee shall comply with these regulations, and failure to comply with these regulations may subject the Licensee to discipline. A complete copy of the Regulations can be obtained on the internet at www.state.nj.us/lps/ca/laws/hiacregs.pdf.

Sub-Contracted Services: We may sub-contract ordered added services (other than the home inspection) to qualified licensed and insured vendors. The cost for these subcontracted services is included in the total fee payable to MHI Services, Inc. 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.

Radon Testing: 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 secure and/or appropriate for radon testing.

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 agrees to allow the home inspection to take place as scheduled even if Client is not present at the inspection site. 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.

Cancellation Terms: If this inspection is cancelled by you without at least 24 hours notice (48 hours notice if the inspection is scheduled for Saturday, Sunday, or a legal holiday), 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 you for the home inspection services, however this charge will be fully creditable towards another inspection you may order within 60 days.

PRIOR TO CLOSING: As not all conditions are apparent on the inspection date, it is recommended and you agree to consult with the seller regarding any significant defects/malfunctions known to exist to the seller with regard to major structural components, operating systems, and mechanical components of the Property **prior to closing** the transaction. In addition, you are advised to operate and check all systems and equipment just before closing on the Property as failures and defects may very well occur in the time period between the inspection and the closing. You are further advised with regard to vacant buildings, to have all systems operational for careful checking just prior to closing. Systems, particularly heating and plumbing, and water-based appliances have been known to fail in vacant buildings.

LIMITATION OF LIABILITY

(A) The liability of MHI SERVICES, INC. and its agents or employees is strictly limited to the specific accessible areas which were evaluated and which were specifically requested to be evaluated by the client in writing prior to the Inspection. (B) The client agrees that MHI SERVICES, INC. and its agents or employees will have no liability for latent conditions and defects, and it is specifically agreed and understood that: Mechanical devices may operate at one moment and later malfunction, therefore, MHI SERVICES, INC. and its agents or employees' liability is specifically limited to those situations where it can be conclusively shown that the mechanical device inspected was inoperable, or in need of immediate repair, or not performing the function for which it was intended at the time of the inspection. (C) The client agrees that MHI SERVICES, INC. and its agents or employees will have no liability for failing to detect a defect, malfunction, inoperative condition, or

