

PRE INSPECTION AGREEMENT

HOYT HOME INSPECTION, LLC
249 COZY LAKE ROAD
OAK RIDGE, NJ. 07438
(973) 208-5462

DATE AND TIME OF INSPECTION: _____

FILE #: _____

CLIENTS INFORMATION:

ADDRESS OF PROPERTY INSPECTED:

NAME: _____

ADDRESS: _____

PHONE #: _____

E-MAIL: _____

This is a binding contract (hereinafter the "Agreement") between the Client and HOYT HOME INSPECTION, LLC. Client authorizes HOYT HOME INSPECTION, LLC to provide the following inspection services at the property listed above and agrees to pay the price stated. (**PLEASE NOTE:** This agreement must be signed by the Client and Hoyt Home Inspection, LLC before start of inspection.)

ONLY THOSE SERVICES CHECKED OFF WITH A WRITTEN PRICE WILL BE PROVIDED

ALL HOME INSPECTIONS PERFORMED AS DEFINED BY N.J.A.C. 13:40-15.2

- Home Inspection (Single family up to 4 bedrooms, 2.5 bathrooms 1 kitchen). **Price: \$350.00**
- Multi-family home (3 bedrooms 1.5 bathrooms 1 kitchen each unit) **Price Per Unit: \$225.00**
- Condo Inspection (Up to 2 bedrooms 2.5 bathrooms) **Price: \$200.00**
- Townhouse Inspection (Up to 3 bedrooms 2.5 bathrooms) **Price: \$300.00**
- Extra rooms **Price Per Added Room: \$25.00** - \$25.00 x _____ = _____
- Presence of Radon with Inspection **Price: \$75.00** Without Inspection **Price: \$150.00**
Radon Test #: _____
- Presence of Wood Destroying Insects with Inspection **Price: \$ 75.00** Without Inspection **Price: \$150.00**
- Pre-Closing Walk Through Inspection (Follow-up to Original Inspection) **Price: \$150.00**
- Commercial Inspection – Call For Quote

PLEASE NOTE: THE ADDITIONAL INSPECTIONS IDENTIFIED ABOVE WILL ONLY BE PERFORMED BY HOYT HOME INSPECTION, LLC IF THE INSPECTOR POSSESSES THE REQUIRED ADDITIONAL EXPERIENCE, EDUCATION, TRAINING, LICENSE, INSURANCE OR CERTIFICATION.

THIS PRE-INSPECTION AGREEMENT PRICE IS BASED ON THE INFORMATION GATHERED PRIOR TO ARRIVING AT THE INSPECTION SITE. HOYT HOME INSPECTION, LLC RESERVES THE RIGHT TO RENEGOTIATE THE PRE-INSPECTION AGREEMENT WITH THE CLIENT OR TERMINATE THE AGREEMENT AT THE TIME OF THE SCHEDULED INSPECTION IF THE PRIOR GATHERED INFORMATION THAT WAS PROVIDED BY CLIENT OR CLIENT'S REPRESENTATIVE IS DEEMED INCORRECT.

INSPECTION REPORT DISTRIBUTION: HOYT HOME INSPECTION, LLC will issue the Inspection Report to the client only and the Inspection Report is the confidential property of the Client. If the Client desires to have his/her real estate agent and/or attorney to receive a copy, please provide their information below. HOYT HOME INSPECTION, LLC shall retain this agreement and the Home Inspection Report for five (5) years.

AGENT MAIL OR E-MAIL:

ATTORNEY MAIL OR E-MAIL:

INSPECTION FEE(S) FOR SERVICES CHECKED ABOVE: \$ _____.

By signing this contract, I hereby agree to all terms and conditions on front and backside of this page.

CLIENTS SIGNATURE: _____

HOYT HOME INSPECTION, LLC: _____ LIC #: 24GI00079100

PAYMENT:

HOYT HOME INSPECTION, LLC
249 COZY LAKE ROAD
OAK RIDGE, NJ. 07438
(973) 208-5462

IMPORTANT LIMITATIONS OF THE PRE-INSPECTION AGREEMENT

ANY PERSON WHO ACCEPTS, USES OR RELIES ON THE INSPECTION REPORT FOR ANY PURPOSE WHATSOEVER, AGREES TO AND ACCEPTS ALL OF THE LIMITATIONS AND EXCLUSIONS OF THIS AGREEMENT. CLIENT AND COMPANY (Company is also defined to include any and all home inspectors who perform the contracted-for inspection as an employee or independent contractor of the company) AGREE TO THE FOLLOWING LIMITATIONS AND EXCLUSIONS:

- 1) HOYT HOME INSPECTION LLC is governed by the rules in the New Jersey Administrative code contained at N.J.A.C. 13:40-15 and that HOYT HOME INSPECTION LLC and its home inspectors shall comply with these rules and failure to comply with these rules may subject to licensee to discipline.
- 2) Client understands and agrees that HOYT HOME INSPECTION LLC will perform inspections, that are checked on the front of this pre inspection agreement, as defined by N.J.A.C. 13:40-15.2, and in accordance with the Standards of Practice at N.J.A.C. 13:40-15. 16.
- 3) Client requests a limited, non-invasive inspection, of the subject property listed on the front, by the listed inspector of HOYT HOME INSPECTION, LLC and the client hereby represents and warrants that all approvals necessary have been secured for HOYT HOME INSPECTION, LLC entrance on to the property.
- 4) Client warrants: (a) they have read the following agreement carefully, (b) they understand they are bound by all the terms of this contract, and (c) they will read the entire inspection report when received and promptly call HOYT HOME INSPECTION, LLC with any questions they may have.
- 5) The home inspection shall include, if applicable to the subject property, inspection of the following systems and components as described in, and in the manner provided by, N.J.A.C. 13:40-15.16: Structural Components, Exterior Components, Roofing Systems, Plumbing Systems, Electrical Systems, Heating Systems, Cooling Systems, Interior Components, Insulation Components, Ventilation Components, Fireplaces, and Solid Fuel Burning Appliances. Hoyt Home Inspection, LLC agrees to perform a limited visual and non-invasive inspection of the above listed and provide the client with a written opinion as to the general condition of these listed systems and components, including identification of significant observable deficiencies as they exist at the time of inspection.
- 6) The inspection only includes those systems and components expressly and specifically identified in the inspection report. Any areas which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or any other thing, or those areas/items which have been excluded by N.J.A.C.13: 40-15.16 (b) and/or by agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risks for all conditions, which are concealed from view at the time of inspection or exists in any area excluded from inspection by the terms of this agreement. Maintenance and other items may be discussed but will NOT form any part of the inspection report. The following areas/items, systems and components are among those NOT included in the inspection as per N.J.A.C.13: 40-15.16 (b).
 - A) Enter any area or perform any procedure, which in the opinion of the home inspector, is unsafe and likely to be dangerous to the inspector or other persons.
 - B) Enter any area or perform any procedure, which will, in the opinion of the home inspector, likely damage the property its systems or its components.
 - C) Enter any area, which does not have at least 24 inches of unobstructed vertical clearance and at least 30 inches of unobstructed horizontal clearance.
 - D) Identify concealed conditions and latent defects.
 - E) Determine life expectancy of any system or component.
 - F) Determine the cause of any condition or deficiency.
 - G) Determine future conditions that may occur including the failure of systems and components including consequential damage.
 - H) Determine the operating cost of systems or components
 - I) Determine the suitability of the property for any specialized use.
 - J) Determine compliance with codes, regulations, and/or ordinances.
 - K) Determine market value of the property or its marketability.
 - L) Determine advisability of purchases of the property.
 - M) Determine the presence of any potentially hazardous plants, animals, diseases, or the presence of any suspected hazardous substances or adverse conditions such as mold, fungus, toxins, carcinogens, noise, and contaminations in soil, water, and air.
 - N) Determine the effectiveness of any system installed or method utilized to control or remove suspected hazardous substances.
 - O) Operate any systems or component, which is shut down or otherwise inoperable.
 - P) Operate shut-off valves.
 - Q) Determine whether water supply and waste disposal systems are public or private.
 - R) Insert any tool, probe or testing device inside electrical panels.
 - S) Dismantle any electrical service or control other than to remove the covers of the main and sub panels.
 - T) Walk on un-floored sections of attic.
 - U) Light Pilot flames or ignite or extinguish fires.
- 7) If inspection is desired of any of the areas/items, systems or components listed above, then the CLIENT shall contract the appropriate professionals.
- 8) Client understands that the inspection and inspection report do not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied or insurance policy, nor is it a substitute for real estate transfer disclosure which may be required by law.
- 9) The written report to be prepared by HOYT HOME INSPECTION, LLC shall be considered the final exclusive findings of company of the structure. Client understands and agrees they will not rely on any oral statements made by the inspector prior to the issuance of the written report. Client further understands and agrees HOYT HOME INSPECTION, LLC reserves the right to modify the inspection report for a period of time that shall not exceed forty eight (48) hours after the inspection report has first been delivered to Client.
- 10) Client understands and agrees that any claim arising out of or related to any act or omission of HOYT HOME INSPECTION, LLC in connection with the inspection of the residential structure as limited herein, shall be made in writing and reported to HOYT HOME INSPECTION, LLC within ten (10) business days of discovery. Client further agrees to have HOYT HOME INSPECTION, LLC to re-inspect the claimed discrepancy, with the exception of emergency conditions, 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 HOYT HOME INSPECTION, LLC as stated above shall constitute a waiver of any and all claims Client may have against HOYT HOME INSPECTION, LLC.
- 11) **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, any other applicable consumer protection statute, 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 under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed by Construction Arbitration Services, Inc. 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.**
- 12) It is understood and agreed by and between the parties hereto that HOYT HOME INSPECTION, LLC is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by HOYT HOME INSPECTION, LLC in the performance of a limited visual inspection of the general condition of the structure's systems and components as described in Paragraph 5 and production of a written inspection report, that because of the limited nature of this inspection the inspection can not be expected to uncover all defects or deficiencies within the structure and that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services. Thus, Client and HOYT HOME INSPECTION, LLC agree that in the event that HOYT HOME INSPECTION, LLC breaches its obligation or duty to perform such service and Client is thereby damaged, then the liability of HOYT HOME INSPECTION, LLC (including it's officers, agents and employees) shall be limited to a sum equal to the amount of the fee paid by the customer for inspection and report and this liability shall be exclusive.
- 13) Client understands and agrees that if they are not present at the time of inspection and therefore do not sign this Agreement that this agreement will form a part of the inspection report and acceptance of the inspection report by Client shall and payment therefore will constitute acceptance of the terms and conditions of this Agreement.
- 14) 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 both parties.
- 15) This agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modification is in writing and signed by the parties. This Agreement shall be binding upon and insure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever.