



PRE-INSPECTION AGREEMENT

(N.J.A.C. 13:40-15.15)

PLEASE READ THIS PRE-INSPECTION AGREEMENT CAREFULLY. THIS IS A LEGALLY BINDING CONTRACT AND CONTAINS AN ARBITRATION CLAUSE. BY ENTERING INTO THIS CONTRACT YOU BIND YOURSELF TO THE TERMS AND CONDITIONS SET FORTH HEREIN. THIS CONTRACT WILL AFFECT YOUR RIGHTS!

Submitted for the sole use of:
Name:
Address:
Email:
Phone:
CC:

Reference Number:
Location:
Date/Time:
Inspections/Fee: Home, Termite, Radon/
Inspector: Bret Kaufmann
Home Inspector Lic. #:24GI000186
ASHI Cert.: 10641

"The Client," authorizes KAUFMANN CONSULTANTS, LLC./Bret Kaufmann, hereinafter "The Company," to provide a Home Inspection, as defined by New Jersey Administrative Code (N.J.A.C.) 13:40-15.2, at the above identified Property, and agrees to pay the above referenced sum to The Company for the performance of the within described Home Inspection and the issuance of a Home Inspection Report, as defined by N.J.A.C. 13:40-15.2.

1. Standards of Practice: The Client understands and agrees that The Company will perform the Home Inspection, as defined by N.J.A.C. 13:40-15.2, in accordance with the Standards of Practice set forth at N.J.A.C. 13:40-15.16. The Client further understands and agrees that The Company and its home inspectors are governed by the Rules set forth at N.J.A.C. 13:40-15, and that The Company and its home inspectors shall comply with these Rules. The Client further understands that failure to comply with these Rules may subject The Company and its home inspectors to discipline.

2. Scope of Inspection: For the purposes of this agreement, The Client and The Company agree that the scope of the Home Inspection shall consist of the performance by The Company of a limited visual, functional, non-invasive inspection of the readily-accessible elements of the following components of a residential building:

- A. Structural Components
B. Exterior Components System
C. Roofing System
D. Plumbing
E. Electrical System
F. Heating System
G. Cooling System (weather permitting)
H. Interior Components
I. Insulation Components and Ventilation System
J. Fireplaces and solid fuel burning appliances
K. Wood Destroying Insect Inspection (optional, see above)L. Radon testing (optional, see above)

3. Inspection Report: The Client and The Company agree The Company and its home inspector will prepare a written report which shall:

- A. Disclose those systems and components which are/were designated for inspection pursuant to N.J.A.C. 13:40-15.2 and are/were present in the above identified Subject Property at the time of the inspection, as well as those systems and components which are/were present at the time of the inspection but are/were not inspected and the reason(s) they were not inspected;
B. Describe the systems and components as defined in N.J.A.C. 13:40-15.2;
C. State and identify what material defects were found in the afore described systems and components;
D. State the significance of the findings; and
E. Provide recommendations regarding the need to repair, replace and/or monitor a system and/or component, or obtain examination and analysis by a qualified professional, tradesman and/or service technician.

4. Payment: The Client understands and agrees that payment to The Company for performance of the Home Inspection and preparation of the Home Inspection Report is due at the time of inspection.

5. Record Retention: The Company shall retain this Agreement and the Home Inspection Report for five (5) years.

6. Disclaimer of Warranty: The Client understands and agrees that the Home Inspection and Home Inspection Report do not, in any way, constitute (1) a guarantee; (2) a Warranty of Merchantability, Habitability, or Fitness for a Particular Purpose; (3) an express or implied warranty; and/or (4) an insurance policy. The Client further agrees that neither the Home Inspection nor the Home Inspection Report are substitutes for any real estate transfer disclosures, which may be required by law. The Client further understands and agrees that the condition of the Subject Property to be Inspected may change from the date of the Home Inspection and require subsequent repair(s) and/or replacement(s).

7. Environmental and/or Health Issues: The Client acknowledges and agrees that a Home Inspection is **NOT** an environmental survey. The Client further acknowledges and agrees that the Home Inspection is **NOT** intended to detect, identify, disclose and/or report on the presence of any actual and/or potential environmental concerns and hazards, including, but not limited to, asbestos, radon, (unless the client has contracted KAUFMANN CONSULTANTS, LLC to perform a radon test) lead, urea formaldehyde, mold, mildew, fungus, odors, noise, toxic or flammable chemicals, water and/or air quality, PCBs and/or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites, carbon monoxide in the air, water, soil, and/or building materials.

8. Reinspections: The Client understands and agrees that The Company **WILL** return at a later date to inspect any systems and/or components that are not inspected on the date, and at the time of the Home Inspection identified and scheduled on the first page of this Agreement because of unforeseen circumstances. Any such systems and/or components that are not inspected because of unforeseen circumstances shall be referenced in the Home Inspection Report identified in Paragraph 4 of this Agreement. The Client understands and acknowledges that it is his/her responsibility to schedule and pay an additional inspection fee for any reinspections in this regard. The reinspection fee will be determined at the time of scheduling.

9. Cost Estimates and Limitations: If the Inspector provides any verbal or written estimates as to the costs associated with making any repairs, The Client understands and agrees that said estimates are included solely as a guide and are not to be considered, understood or utilized by The Client as representing the actual costs associated with making any such repairs. The Client further acknowledges and agrees to Release and Hold Harmless The Company in connection with any estimate(s) that may overstate or understate the actual cost of repair(s), even if said overstatement and/or understatement is due to the negligence of The Company.

10. Notice and The Company's Right to Reentry and Reinspection: The Client and The Company agree that any claim, for negligence, breach of contract, or otherwise, must be made in writing and reported to The Company within ten (10) business days. The Client further agrees to allow The Company the opportunity to reinspect the claimed discrepancy, with the exception of emergency conditions, before The Client and/or The Client's agent, employees and/or independent contractors repair, replace, alter and/or modify the claimed discrepancy. The Client understands and agrees that any failure to notify The Company, as set forth herein, shall constitute a waiver of any and all claims The Client may have against The Company.

11. Governing Law and Severability: This Contract shall be governed by the laws of the State of New Jersey. If any portion of this contract is found to be invalid or unenforceable by any court of competent jurisdiction, such a finding shall not affect the remaining terms and conditions of this contract, and the remaining terms and conditions shall remain in full force between The Client and The Company.

12. Entirety of Agreement: This Contract, along with the Addendum of Exclusions, the terms and conditions of which are incorporated into this Contract, represents the entire agreement between the parties. No oral agreements, understandings and/or representations shall change, modify, and/or amend any part of this Contract. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties and supported by valid consideration. This Contract shall be binding upon and inure to the parties hereto and their heirs, executors, administrators, successors, assigns and/or representatives of any kind whatsoever.

13. Authorization to Execute this Contract: The person executing this contract warrants and represents to The Company that He/She is expressly authorized to sign this Pre-Inspection Agreement by all other persons and/or entities purchasing the above identified Subject Property.

14. Right to Review by Counsel and Negotiation: The Client understands that He/She has a right to have an attorney of his/her choice review this Contract before signing it. The Client understands that if He/She does not agree with any of the terms, conditions, limitations and/or exclusions set forth in this Contract, He/She is free not to sign and/or execute it. The Client understands that He/She may negotiate with and/or retain another company to perform the services contemplated by this Contract. The Client further understands that, should He/She not agree to the terms and conditions set forth in this Contract, He/She may negotiate with The Company for different terms and conditions.

15. Singular/Plural, Gender: In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this contract may require.

16. Inspection Report Distribution:

The Company will issue the Inspection Report only to The Client and it is agreed and understood by The Client and The Company that the Inspection Report is the confidential property of The Client. If The Client desires to have his/her agent and/or attorney receive a copy of the Inspection Report, The Client shall specifically identify the person(s) authorized to receive the Inspection Report in the space provided at the end of this Contract.

17. Binding Arbitration;

Any dispute, controversy, interpretation or claim, except those relating to nonpayment of fees, including claims for, but not limited to the scope of services provided by The Company, 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 first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those so stated please submit your recommendation to The Company for consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed thereunder shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof.

NOTICE: YOU AND The Company 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 MEDIATION AND BINDING ARBITRATION. The Client hereby affixes His/Her initials signifying the aforementioned review, understanding and acceptance of this provision of the contract:

Client Initials: _____.

18. Statute of Limitations: Notwithstanding that the laws of the State of New Jersey may provide for a different and/or longer period of limitations, The Client understands and agrees that any claim arising from this Contract must be brought within two (2) years from the date of the issuance of the Home Inspection Report described in Paragraph 4, above. The Client understands and agrees that the failure to bring said claim within two (2) years of the issuance of the Home Inspection Report will constitute a full and complete waiver of any rights, actions, and/or causes of action that may have arisen under the terms of this Contract. The Client and The Company acknowledge and agree that time is of the essence. The Client hereby acknowledges that He/She has read, understands and accepts the above described Statute of Limitations in its entirety. **The Client hereby affixes His/Her initials signifying the aforementioned review, understanding and acceptance of this provision of the Contract: Client Initials: _____.**

19. Limitation of Liability:

(A) The liability of the Company 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 the Company 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, the Company 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 the Company and its agents or employees will have no liability for failing to detect a defect, malfunction, inoperative condition, or necessity for repair, where the defect, malfunction, inoperative condition, or need for repair was concealed or covered up at the time of the Inspection, whether intentional or otherwise.** (D) The client agrees that the Company and its agents or employees will have no liability for incidental or consequential damages, special damages, government fines and charges. The Inspection and Inspection Report are not intended or to be used as an insurance policy, guarantee or warranty, express or implied, regarding the adequacy, performance of, or condition of any inspected structure, item or system. **It is understood and agreed that should the Company and/or its agents or employees be found liable for any loss or damages resulting from a failure to perform any of its obligations, including, but not limited to negligence, breach of contract, or otherwise, then the liability of the Company or its agents or employees shall be limited to actual damages sustained only, which shall be the clients exclusive remedy against the Company or our employees.** This agreement is intended solely for the use of the Client. No other party is intended as a beneficiary hereunder. This agreement is not assignable. **Client hereby affixes His/Her initials signifying the aforementioned review, understanding and acceptance of this provision of the Contract:**

Client Initials: _____.

ADDENDUM OF EXCLUSIONS N.J.A.C. 13:40-15.16(B)

The Client hereby understands and agrees that The Company and/or its Home Inspector

ARE NOT REQUIRED TO:

1. Enter any area or perform any procedure which is, in the opinion of the home inspector, unsafe and likely to be dangerous to the inspector or other persons;
2. Enter any area or perform any procedure which will, in the opinion of the 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 un-floored sections of attics; and/or
- 22. Light pilot flames or ignite or extinguish fires.

20. Exclusions: The Client hereby acknowledges that He/She has read the above listed **ADDENDUM OF EXCLUSIONS**, as defined by N.J.A.C. 13:40-15.16(b), in its entirety and understands and agrees that the terms and conditions set forth in this Addendum of Exclusions are incorporated into and are made a part of the Pre-Inspection Agreement.

I/We have read all four (4) pages, understand and agree to all of the terms and conditions of this Contract, including, but not limited to, the limitation on liability, the two (2) year period in which to bring a claim, the limitation on liquidated damages, the Addendum of Exclusions and the right to review by counsel.

Please indicate to whom you would like YOUR inspection reports sent;

(Attorney) _____

(Realtor) _____

email _____

email _____

Client Signature : _____

Dated: _____

Client's Name: _____
(Please Print)

Spouse Signature: _____

Dated: _____

Client's Name: _____
(Please Print)

Inspector Signature: _____

Dated: _____

Bret Kaufmann
NJ Home Inspector License # 24GI000186



Submitted for the sole use of:
Name: _____
Address: _____
Email: _____
Phone: _____
CC: _____

Reference Number: _____
Location: _____
Date/Time: _____
Inspections/Fee: Home, Termite, Radon/
Inspector: Bret Kaufmann
Home Inspector Lic. #: 24GI000186
ASHI Cert.: 10641

INVOICE

INSPECTION:	HOME	TERMITE	RADON
	\$	\$	\$

TOTAL DUE AT TIME OF INSPECTION: \$

Please go to www.kaufmann-consultants.com for additional information. If there are any questions or comments, feel free to contact me at any time.

Thank you,

Bret Kaufmann

NOTE: Mail all correspondence to: P. O. Box 1222, Madison, New Jersey 07940