



GUARDIAN HOME
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PRE-INSPECTION AGREEMENT

G.D. GUILFOYLE NJ HOME INSPECTOR LIC. # 24GI00033200
 SEAN CAMPBELL NJ HOME INSPECTOR LIC. # 24GI00018700
 MICHAEL ANDRESEN NJ HOME INSPECTOR LIC. # 24GI00039000

THIS IS A LEGALLY BINDING CONTRACT. CAREFULLY REVIEW THIS CONTRACT BEFORE THE INSPECTION BEGINS.

CLIENT NAME:

CLIENT PRESENT ADDRESS:

INSPECTION PROPERTY ADDRESS:

DATE:

TIME:

INSPECTOR: G.D. GUILFOYLE

FEE: HOME INSPECTION (as defined by N.J.A.C. 13:40-15.2): \$

TERMITE: \$

RADON: \$

This inspection agreement contains the terms and conditions between the client, Guardian Home and inspector for an inspection of the property mentioned above. This inspection agreement contains limitations on the scope of the inspection, remedies and liabilities. Please read it carefully. By signing below, the client acknowledges to reading and understanding the contract and agrees with the terms set forth. Upon receiving the inspection report, client agrees to review the entire report and promptly address any question or concern, if any may arise.

CLIENT RESPONSIBILITY & PARTICIPATION: Client is responsible for making all necessary arrangements for the inspector to access the property described in this agreement through the selling party and ensuring that all utilities are on prior to the scheduled inspection. Client is encouraged to participate and accompany the inspector during the inspection. Client participation shall be at his/her own risk for fall, injuries, property damage, etc.

STANDARDS OF PRACTICE: Inspector performs this inspection under the ethics, standards and practices set forth by the New Jersey Home Inspection Advisory Committee and the American Society of Home Inspectors. Inspection refers to a comprehensive overview *as defined by N.J.A.C. §13:40-15.16* versus an intensive detail check or any other interpretation contrary to the *New Jersey Administrative Code*. **This is not a code inspection, e.g., CABO one and two family dwelling code or BOCA national building code.** No check is made for building/housing code conformance. Such codes are normally guides applicable during construction to be executed by duly authorized personnel to interpret and site as per their judgment. There is often wide variance in jurisdictions, changes over time, and judgmental differences. Your inspector is not an authorized code official unless otherwise specified. Check all amateur work with local authorities, i.e., permits. **No engineering, architectural, or other such licensed work will be performed. This includes geological or structural hazards, site or engineering analysis, etc.**

SCOPE OF INSPECTION: The inspector will provide recommendations where material defects were found to repair, replace or monitor a system or component or to obtain examination and analysis by a qualified professional, tradesman, or service technician without determining the methods, materials or cost of correction. Guardian Home nor its inspectors offers an opinion as to the advisability or inadvisability of the purchase of the property, its value or its potential use. The client will receive a written report of the inspector's visual observations of the readily accessible features of the property. The scope of the inspection shall consist of the performance by inspector of a limited visual, functional, non-invasive inspection of the readily accessible elements of the following components of the building/property:

Structural Components	Exterior Components	Roofing System	Interior Components
Heating System	Cooling System	Electrical System	Plumbing
Insulation & Ventilation Systems	Fireplaces		

Certain items are randomly sampled or checked with the standard visual inspection. These include:

- Window/door operation, hardware, & screens.
- Cabinet/countertop mounts & functions, etc.
- Electric receptacles, switches, & lights.
- Mortar, masonry, paint, & caulking integrity.
- Insulation depth.
- Roof covering materials.

Ages are estimated & installations are not checked against manufacturers recommendations. Only those utilities actually listed are presumed to exist.

EXCLUSIONS & LIMITATIONS: Inspection is limited to the readily accessible and visible major systems, components, & equipments of the primary premises. Conditions beyond the scope of the inspection will not be identified. Customers who wish even more extensive inspections, or reporting which requires more time (i.e., listing of all minor items, etc.), or specialized talent or skill, should arrange for those services independently. **Client accepts that certain items will be randomly sampled, that hidden damages and conditions, public records, codes, engineering, pest, and environmental checks are beyond the scope of the standard visual inspection. Inspector and inspection company will not be able to find things that are out of view or concealed. Recently painted surfaces may conceal conditions, etc.** The work concerns the on site physical property only. No checks are made for such things as: Public records; traffic density; noise; odors; building value appraisal; zoning ordinance conformance; warranty or transfer disclosure; contracts; etc.

The client understands and agrees that a licensed specialist(s) of the client's choice and hire should perform inspection of excluded systems and/or components. **The following systems are NOT inspected nor are included as part of this inspection report including but not limited to:**

Sprinkler Systems	Alarm Systems	Central Vacuum Systems
Private Waste Systems	Smoke Detector Systems	Wall or Window Mounted Air Conditioning Units
Washer & Dryer	Refrigerator	Intercom
Outside Gas Barbecues	Swimming Pools & Spas	Humidifiers
Underground Oil Tanks	Hidden or Underground Piping	Exterior and public areas maintained by condo association

We will not be able to:

- Check wire connections within unexposed locations.
- Assess mechanical system performance against extreme weather conditions.
- Assess accuracy of thermostats or timers on or across a range.
- Check secured, drained, or tagged equipment/faucets, etc.
- Detect, identify, or disclose the presence of environmental hazards, water and air quality, toxic or allergenic substances, lead, mold, oil leaks, septic tanks, well water, asbestos, or any biological contaminants conditions
- Check the inner workings of mechanical devices (heat exchangers, etc.)
- Detect intermittent occurrences.
- Detect small chimney flue line cracks/breaks.
- Note the presence of pests/chemicals without obvious evidence.
- Check leakage or seepage occurring intermittently or under unusual weather

We are not at liberty to:

- Perform destructive or disruptive testing or assessments.
- Move appliances, clothing, furniture, heavy, delicate or personal items.
- Lift carpets, remove ceiling panels, insulation, vapor barriers, etc.
- Check mechanical equipment during inappropriate weather.

The inspector will not check any area that poses a threat to safety. Roofs are not walked, attics with insulation that prevents safe footing are not traversed, suspicious equipment is not operated, etc.

WEATHER RESTRICTIONS: The weather will impact the inspection, usually with a mix of pluses and minuses. Really cold weather presents a challenge to heating systems but prevents operation of air conditioning equipment while really hot weather can do the opposite. Rainy weather usually can make it easier to spot leaking roofs and basements. Snow can obscure roofing, landscaping, driveways, etc. Unfortunately, the inspection company will not be able to return to check the property during alternate weather. Arrangements for a re-inspection prior to closing, can be made for an additional fee.

LIMITS OF LIABILITY: Client acknowledges that there are risks involved in purchasing a property and while ordering of a home inspection may reduce the risks, they cannot be eliminated. Client understands this inspection cannot accurately and completely assess risk, detect all flaws, predict occurrences, or make assurances. **Client understands that this is not a warranty, guarantee, or insurance policy. Client accepts that this work is no substitute for a pre-settlement inspection for which client is responsible since damages, mechanical failures, and symptoms, clues, etc. may appear after this work and before legal acceptance of the property.** Client waives all claims against the inspector or company in the absence of diligently performing a pre-settlement inspection (walk thru) and for lack of more extensive investigation and shall follow through with a specialist on any problems noted by Guardian Home. Guardian Home also assumes no responsibility or liability for bodily injury or fatalities caused by any of the property’s components, conditions or their effects, regardless of the cause. No claim or legal action, including those alleging negligence, may be commenced against Guardian Home after one year from the date of the inspection. Consequently, Guardian Home’s liability for any Client post-inspection claims, including those alleging error, omission, negligence or bodily injury, is limited to one thousand dollars. Upon close of title, the Client is advised to obtain adequate general liability to cover any potential concerns.

ARBITRATION: In the event of a dispute, the parties agree to submit all disputes to mediation with a third party mediator agreeable to both sides and knowledgeable about the home inspection industry and the standards applicable to it. Both sides will equally bear the costs incurred for the mediation/mediator. The initial mediation will occur at the subject property unless otherwise agreed to by the parties. If mediation is unsuccessful, an action may be instituted in the Superior Court of New Jersey or with the American Arbitration Commercial Arbitration Section for the purpose of securing a binding outcome on the parties. The intent of the arbitration clause is to provide a low cost, informal hearing where both parties present their case to an impartial third party in an organized way. The generally accepted standards for home inspection work which control this inspection are those set forth at N.J.A.C. §13:40-15.16 of the New Jersey Administrative Code. It is a condition precedent to any claim or mediation, that Guardian Home be notified of the potential claim and be afforded an opportunity to inspect the subject matter of the potential claim.

If client makes a claim against the inspector or company for any alleged error, omission, or other act arising out of this work, inspector must be given the opportunity to assess the condition of the property. The client is required to contact Guardian Home and/or inspector prior to commencing any repairs or dismantling any area of the property.

If client makes a claim against the inspector or company for any alleged error, omission, or other act arising out of this work and fails to prove such claim, client will pay all attorney’s fees, arbitrator’s fees, legal expenses and costs incurred by the inspector or company in the defense of the claim.

DISCLOSURE: Client requests this inspection and report for confidential use only. Client authorizes the disclosure of information within this report to buyer’s agent, attorney, lender, or other parties intimate to this transaction for the purpose of clarification and facilitation of repairs. Upon release of this report, client promises to indemnify and hold harmless the inspector and the company for any damages claimed by others.

ITEMS TO BE INSPECTED AT A LATER DATE DUE TO UNFORESEEN CIRCUMSTANCES:

FEE FOR REINSPECTION: \$ _____ ACCEPTED BY: _____ DATE _____
CLIENT AGREES TO SECURE ACCESS TO THE PROPERTY FOR REINSPECTION AND WILL CONFIRM THE DATE FOR REINSPECTION IN WRITING. THE REINSPECTION IS ONLY LIMITED TO THE ITEMS SET FORTH ABOVE.

I have read, understand, and agree to be bound by the terms of this contract or have renegotiated them in writing to my satisfaction. I am aware that this is a contract between client, the inspector and the inspection company and client signs of his/her own free will. In the event of any refund or reimbursement to client, such refund or reimbursement shall be accepted by the undersigned as full and final settlement of all claims and causes of action, against the inspector or inspection company as agreed herein. Acceptance of this report constitutes acceptance of all contractual terms herein.

I agree to pay the charge specified in full, at the time of inspection.
I acknowledge that this agreement has been read and understood by me and executed prior to the start of the inspection.

CLIENT’S SIGNATURE: _____ DATE: _____

With this one signature I bind spouses, et als, etc.

FEE: \$ _____