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PJK HOME INSPECTION

(908) 340-2690

Javier Pertuz LIC # 24GI00231300

Pre-Inspection Agreement

Made on this _____ day of _____, 20____, by and between PJK Home Inspection LLC (hereafter called the "Company") and the undersigned, _____ (hereafter called the "Client"), Client means name will be printed in the property deed Authorization- Client has hereby requested and authorized a primarily visual but not technically exhaustive in all readily accessible/visible areas, of the property located at the address listed below, to be conducted by the Company and has assumed responsibility for any damages that may occur, or has occurred during the time of the actual home inspection. Client fully understands that the inspection and subsequent report is intended to be used for informational purposes only and is not intended to be used as a tool for negotiating the purchase price of the property. Client understands fully that he/she is bound by the home inspection contract entitled "Pre-Inspection Agreement" that was reviewed no later than 1 day after the inspection booking this inspection, as published at Company's web site www.pjkhomeinspection.com and/or emailed/mailed to Clients current address prior to the inspection. Client warrants that he/she has read, agrees with and understands the terms and conditions of said agreement as evidenced by his/her signature below. Client understands that acceptance and possession of the home inspection report constitutes acceptance of the Terms and Conditions of the Pre-Inspection agreement and has agreed to the negotiated inspection price as indicated below.

State Licensed Home Inspector - Whereas, Client understands that the inspection of the subject property shall be performed by the Company for the Client, in accordance with the State of New Jersey Standards of Practice guidelines, a copy of which is available upon request. Client understands that the home inspector is governed by the rules in the New Jersey Administrative Code contained in N.J.A.C. 13:40-15.16 and that the home inspector must comply with these rules otherwise failure to comply with the rules may subject the home inspector to disciplinary action from the State of New Jersey Home Inspection Advisory Committee.

Standards - Whereas, Client understands that all visible/accessible areas shall be inspected as required by State Regulations (N.J.A.C. 13:40-15.16). Any items/ areas that were not accessible or obstructed, could not, and were not evaluated and the Client agrees to have those items rechecked prior to closing, when made available for reinspection.

Not A Guarantee - Whereas, This inspection and subsequent report, is NOT intended to be technically exhaustive NOR is it to be considered a GUARANTEE nor WARRANTY, expressed or implied, regarding the conditions of the property, its components, or any systems, and should not be relied upon as such.

Health/Toxic Conditions - Whereas, The inspection and report do not address, and are not intended to address the presence of, or danger from, asbestos, lead paint, lead content in lead water supply lines, urea formaldehyde foam insulation or any by-product thereof, mold/mildew, soil contamination and/or any other indoor/outdoor pollutants, toxic or flammable substances, water or airborne related illness or disease, and any other similar or any other potentially harmful substances and/or conditions. The Client should obtain a qualified specialist, at the Clients expense, in any of the aforementioned for testing, remediation or further information, if such substances/concerns are discovered either at the inspection or subsequent to the inspection day. Although may be mentioned in the report as courtesy, if present. Discovery of rodents and/or other undesirable insects/pests are also not included in this inspection, again may be mentioned as courtesy if present.

Contractor Repairs - Whereas, Client agrees to obtain a qualified/competent, licensed contractor for repairs, at the Clients expense, or as agreed upon between the Seller and Buyer, regarding any items discovered at the property at the time of inspection and further agrees to confirm that the proper repairs were completed with the hired contractor and/or verify local code compliance issues as per the contractor performing the work. Home owner repairs are not recommended. No legal action may be brought against the inspector nor the Company, monetary or otherwise, more than three months after the date of the original inspection. Client understands that this time period may be shorter than allowed by law. Time is expressly of the essence herein.

Non-Transferable - Whereas, The inspection and report is performed and prepared for the sole, confidential and exclusive use and possession of the Client. The Company assumes no responsibility to any third parties in connection with the inspected property, inspection and/or report. The report is issued to the Client and is non-transferable. Client is responsible to issue any requested copies to whomever they feel appropriate after conferring with their attorney.

Attendance and Participation - Whereas, The inspection service is conducted on the property and is a valuable exchange of information between the Client and the Company. Any concerns of the Client can be addressed by the Company at the time of inspection. The written report should not substitute for the buyer's absence, therefore attendance is highly recommended. It is virtually impossible to fully profile any building with any reporting system. Unless the Client attends and participates at the inspection process itself, the Client may not fully gain/understand all of the information that is offered. The Company encourages the Client to attend and participate. In the event that the Client cannot attend the inspection, The Company shall proceed and complete the inspection in the buyer's absence, as approved by the buyer. Acceptance and possession of the written report constitutes acceptance of the Terms and Conditions of this Inspection Agreement.

Dispute Resolution; Binding Arbitration: Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be submitted for final and binding arbitration under the rules and procedures of the American Arbitration Association. CLIENT agrees to pay all required filing fees. The decision of the Arbitrator appointed thereunder shall be final and binding and judgement on the Award may be entered in any court of competent jurisdiction.

Integration Clause: This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties and shall be construed and enforced in accordance with the laws of this state.

Notice and Waiver Clause: Any claim arising out of or related to any act or omission of the Inspector in connection with the inspection of the property shall be made in writing and reported to the Inspector within fourteen (14) days of discovery and to allow the Inspector a reasonable opportunity to re-inspect the issue giving rise to the claim before undertaking any repairs. The Client agrees that a failure to comply with the terms of this paragraph shall constitute a waiver of such claim.

Waiver of Statute of Limitations: Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be commenced within one year of the date of the inspection, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute.

Attorneys Fees Clause: In the event of litigation relating to the subject matter of this agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and cost resulting therefrom.

No Rule Of Construction: The parties acknowledge that each of them has had ample opportunity for their own counsel to participate in negotiating and drafting this agreement. Therefore, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party.

Binding on Others Clause: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective spouses, heirs and successors.

Non-Waiver Clause: The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Severability Clause: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Payment - Whereas, Payment is agreed upon, immediately following the inspection, unless alternate payment arrangements are agreed upon. The home inspection written report will not be issued until payment in full is made. If any given situation requires returning to the property, a service fee of \$125 will apply.

Cancellation Policy - Whereas, Company reserves the right to charge a cancellation fee for appointments cancelled without a 24-hour notice.

Code Compliance - Whereas, The Client agrees and understands that the Company does not perform a municipal code compliance inspection and the inspector is not a municipal code official. Contact your local municipality for a municipal code inspection, if desired.

Bound by Contract - Whereas, Company and Client agree to be bound by this contract entitled "Pre-Inspection Agreement", and the Terms and Conditions therein including the "Notice/Disclaimers" page of the subsequent home inspection Report, reviewed by the Client prior to and/or post date of the inspection. Client understands that the inspection and report is not a guarantee nor warranty, expressed or implied, against any items/components in the home nor their future performance nor longevity of any item/component. Any misrepresentation from the realtors listing, sellers disclosure or sellers information will be construed as intent to deceive the inspector.

As evidenced by my signature below, the undersigned has read, and fully understands contents herein.

Any misrepresentation to the inspector, regardless of topic/subject will void and nullify this inspection report/contract, furthermore will indemnify PJK Home Inspection LLC and/or Javier Pertuz License # 24GI00231300.

Property Inspected: _____

Date: _____ Time: _____ Fee: _____ Check #: _____

Client Name (print): _____ Client Signature: _____

Client Address: _____

Do you want us to send a copy of the report to your attorney? Yes ___ No ___ Email: _____

Copy to your realtor? Yes ___ No ___ Email: _____

Inspector: _____ License # 24GI00231300