

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our inspection of the Property at: _____, scheduled for _____ (date / time).

The terms below govern this Agreement.

1. The fee for our inspection is \$ _____, payable [in full / in part at \$ _____] at a time [before / after] the inspection.
2. We will perform a visual inspection of the home/building and provide you with a written report identifying the defects that we (1) observed and (2) deemed material. The report is only supplementary to the seller's disclosure.
3. We will perform the inspection in accordance with New Jersey's standards as described in NJAC 13:40-15.16, which you may read in full here: <http://www.njconsumeraffairs.gov/regulations/Chapter-40-State-Board-of-Professional-Engineers-and-Land-Surveyors.pdf>. We will inspect the following systems and components: roof, exterior, basement, foundation, crawlspace, structure, heating, cooling, electrical, plumbing, fireplace, attic insulation and ventilation, doors, windows, and interior. You understand that New Jersey's standards contain limitations, exceptions, and exclusions. You understand that InterNACHI is not a party to this Agreement, has no control over us, and does not employ or supervise us. The inspection will not inspect for anything else unless otherwise agreed in writing.
4. Unless otherwise indicated in writing, we will NOT test for the presence of radon, a harmful gas. Unless otherwise indicated in writing, we will not test for mold. Unless otherwise indicated in writing, we will not test for compliance with applicable building codes or for the presence of (or for any potential dangers arising from) the presence of asbestos, lead paint, soil contamination, or other environmental hazards or violations. If any structure you want us to inspect is a log structure or includes log construction, you understand that such structures have unique characteristics that may make it impossible for us to inspect and evaluate them. Therefore, the scope of our inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.
5. Our inspection and report are for your use only. You must give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible for its use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk, and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.
6. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located. If we hold a valid occupational license, we may inform you of this and you may hire us to perform additional functions. Any agreement for such additional services shall be in a separate writing.
7. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of your claim within seven days of discovery, in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability.
8. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim. You agree that the exclusive venue for any legal action against InterNACHI itself, allegedly arising out of this Agreement or our membership in InterNACHI, will be in Boulder County, Colorado. Before bringing any such action, you must provide InterNACHI with 30 days' written notice of the nature of the claim, in sufficient detail and with sufficient supporting documents that InterNACHI can evaluate it. In any action against us or InterNACHI, you waive trial by jury.
9. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors, and assignees. You will have no cause of action against us after one year from the date of the inspection.

- 10. Past-due fees for your inspection shall accrue interest at 8% per year. You agree to pay all costs and attorney’s fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.
- 11. Unless otherwise indicated in writing, we will not return at a later date to inspect items that are not inspected because of unforeseen circumstances or weather conditions. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement. You agree to pay a fee of \$ _____ for the re-inspection.
- 12. You may not assign this Agreement.
- 13. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this.
- 14. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.
- 15. If you would like a large-print version of this Agreement before signing it, you may request one by emailing us.
- 16. If your inspector participates in InterNACHI’s Buy-Back Guarantee Program, you will be bound by the terms you may read at www.nachi.org/buy.
- 17. You understand that home inspectors are governed by the rules in the New Jersey Administrative Code contained at NJAC 13:40-15 and that the Inspector shall comply with these rules. Failure to comply with the rules may subject the Inspector to discipline.
- 18. If you elect to exclude from the inspection any systems or components, you will describe each system and component in writing and provide that to the Inspector at a time before the inspection.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

CLIENT

(Date)

CLIENT

(Date)