



# RESIDENTIAL REAL ESTATE PRE-INSPECTION AGREEMENT

(Sample - Single Family Home)

AtlantiCape Inspections, LLC • 7809 Wellington Ave. • Margate, NJ 08402 • Phone (609) 431-0202

Location of Inspection: (Inspection Address)

Scheduled for: (Date, Time)

Full Name and Address of Client: (Client Name and Home Address)

Inspection by: I. G. "Zack" Lilienfeld, PE  Home Inspector License #: 24GI00050500 Inspection fee: \$ 000.00

Client: A pre-inspection agreement is required by the State of New Jersey for licensed home inspectors as well as by my insurance carrier. **Please read and sign this Pre-Inspection Agreement**, which becomes part of the final inspection report. This document explains the Scope of the Inspection, Limits of the Inspection, General Exclusions, Terms and Conditions, Limitations of Liability, and an Arbitration Agreement. You may call me for an explanation of this agreement or any aspect of the report that you do not fully understand. Home Inspectors are governed by the rules in the NJ Administrative Code contained at N.J.A.C. 13:40-15 and the licensee shall comply with these rules; failure to comply with the rules may subject the licensee to discipline. In this agreement, AtlantiCape Inspections, LLC is also known as "the Company".

## SCOPE OF INSPECTION

The purpose of the inspection is to report the general condition of the home and identify and disclose major defects and deficiencies of the inspected systems and components which existed at the time of the inspection and which are evident to the inspector upon ordinary visual observation. Minor and cosmetic defects may be listed in the report for maintenance purposes but it is the primary intent of the inspection report to identify and list observed material defects. Systems and components to be inspected include:

Structural Components  
Roofing System Components  
Electrical System Components  
Cooling System Components  
Insulation Components & Ventilation System

Exterior Components  
Plumbing System Components  
Heating System Components  
Interior Components  
Fireplaces & Solid Fuel Burning Appliances

Refer to the home inspection statutes and regulations, Section 13:40-15.16, available at [www.state.nj.us/lps/ca/laws/hiacregrs.pdf](http://www.state.nj.us/lps/ca/laws/hiacregrs.pdf), for a complete list of systems and components to be included in the inspection.

## LIMITS OF THE INSPECTION

The inspection is limited to the readily accessible and visible systems, equipment and components of the home. If required components cannot be inspected on the scheduled date because of unforeseen circumstances such as blocked access or hazardous conditions, and client requests a return visit, a callback fee of \$75 may be charged. New Jersey licensing regulations in place at the present time require that the following limits and exclusions be stated in this agreement:

13:40-15.16 (b) of the Code states that: "Nothing in this section shall be construed to require a home inspector or associate home inspector to":

1. Enter any area or perform any procedure which is, in the opinion of the home inspector or associate 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 or associate 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 unfloored sections of attics; and
22. Light pilot flames or ignite or extinguish fires.

X Initial: \_\_\_\_\_

**GENERAL EXCLUSIONS**

The following conditions are **NOT** within the scope of the inspection:

- 1) Testing for water quality or air quality
- 2) Determining the presence of toxic or carcinogenic matter emitted from the ground, building materials, in water or air supply or from the operation of any equipment.
- 3) Inspecting and reporting on items that are obstructed, inaccessible or not in plain view.
- 4) Testing for, or confirming the presence of, mold or mold type.
- 5) Determining the existence of, or extent, of animal or insect infestations.

Examples of the conditions excluded above include the presence or absence of asbestos, lead paint, radon, urea formaldehyde insulation, mold, or termite/pest infestation. It is the responsibility of the client to conduct further inspection by qualified consultants to disclose the presence of these contaminants and the means of remediation.

The following components or systems are **NOT** within the scope of the inspection: security systems; small appliances; playground equipment; swimming pools; hot tubs/spas; lawn sprinkler systems; intercom and audio systems; antennas; central vacuums; solar systems; water softeners and filters; wells; septic systems; latent defects; adequacy of system designs; zoning or building code compliance.

THE INSPECTION AND REPORT ARE NOT A GUARANTEE OR WARRANTY that the items inspected are defect-free, or that concealed defects do not or will not exist. Problems may exist even though signs of such may not be present during the inspection, and problems not existing at the time of the inspection may occur later.

**TERMS AND CONDITIONS:**

- A. The Client recognizes that this report is solely for the benefit of the Client and that any person or party designated by the Client to receive information in this report shall be subject to the TERMS AND CONDITIONS contained herein. Such designation shall be provided in writing to the inspector.
- B. The Client agrees that any claim arising in connection with this agreement shall be made in writing to AtlantiCape Inspections, LLC at the address above by certified mail, return receipt requested within 10 days after discovering any problem.
- C. The Client agrees to allow the Inspection Company to re-inspect before changing the condition of the problem, except in an emergency. Failure to allow the inspection company the opportunity to re-inspect, as required above, shall constitute a waiver of any and all claims client may have against the Company.
- D. The Client agrees that 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 modifications are in writing and signed by the parties and supported by valid consideration.

**LIMITATION OF LIABILITY AND ARBITRATION AGREEMENT:**

Client understands and agrees that the Company is not an insurer and that the inspection and report are not to be intended or construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address. Client agrees that ownership of this report is retained by AtlantiCape Inspections, LLC, and as such, this report is for the exclusive use of client only, with no right of transfer to any other party. The Client hereby releases and exempts the Company and its agents and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage, or personal injury of any nature. Should any of the terms of this agreement subsequently be deemed unenforceable, the remainder of the agreement will be held valid.

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 or inspection report shall be submitted to final and binding arbitration under the rules of the state. The decision of the Arbitrator appointed thereunder shall be final and binding judgment on the Award that may be entered in any Court of competent jurisdiction.

**ACKNOWLEDGEMENT:**

I, the undersigned, have carefully read the preceding Inspection Agreement and Description and fully understand and agree with the limitations, exclusions and terms described.

**X** Client Signature: \_\_\_\_\_ Date \_\_\_\_\_  
(ONE SIGNATURE BINDS ALL)

By initialing here ( \_\_\_\_\_ ), I agree to allow AtlantiCape inspections, LLC to share inspection findings directly with my real estate agent.