

**mp American Home Consultants, Inc.**

**196 Diamond Bridge Ave.  
Hawthorne, New Jersey, 07506  
Telephone 973-423-5906  
Facsimile 973-423-3663**

**PRE- INSPECTION AGREEMENT**

Scheduled Home Inspection: DATE: \_\_\_\_\_ DAY: \_\_\_\_\_ TIME: \_\_\_\_\_ FEE: \_\_\_\_\_

Type of Home Inspection (s) to be performed: (check all that apply):

**Home Inspection** \_\_\_\_\_

**Termite** \_\_\_\_\_

**Mold** \_\_\_\_\_

**Radon** \_\_\_\_\_

**Septic** \_\_\_\_\_

The agreement is between \_\_\_\_\_ (the Customer) presently residing at \_\_\_\_\_, and mp American Home Consultants, (the Company) located at 196 Diamond Bridge Ave, Hawthorne, NJ, 07506 (telephone 973-423-5906, facsimile 973-423-3663), to conduct a Home Inspection for the property located at: \_\_\_\_\_, NJ.

The Company agrees to conduct a Home Inspection for the purpose of informing the Customer of any major deficiencies in the condition of the property, subject to the UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY below. The Home Inspection and report are performed and prepared for the sole confidential and exclusive use and possession of the Customer. The Company has no interest in the property. The cost of the Home Inspection is not contingent upon the discovery of any defects or other findings in the property by the Company. A licensed Home Inspector will perform the Home Inspection.

It is understood and agreed that a Home Inspection means a visual, functional, non-invasive Home Inspection conducted without operating systems or components which are shut down, inoperable, or not responding to normal operating controls; without moving personal property, furniture, equipment, plants, soil, snow, ice, or debris, using the mandatory equipment and including the preparation of a written Home Inspection report of the readily accessible elements of the following components of a residential building which may include the following as set forth in N.J.S.A. 13:40-15.16 (c) which is attached to this agreement:

- |  |  |
|--|--|
| Structural components.                       | Exterior components, grounds, grading,       |
| Roofing system.(from ground with binoculars) | Chimney                                      |
| Gutters, drainage                            | Electrical system                            |
| Plumbing system                              | Heating system                               |
| Cooling system                               | Interior components, walls, floors, ceilings |
| Insulation Components                        | Ventilation system                           |
| Fireplaces and solid fuel burning appliances | Garages or carports                          |
| Windows                                      |  |

The testing of any system or component can be excluded at the request of the Customer. The Home Inspection will be done in accordance with N.J.S.A 13:40-15.

Latent and concealed defects and deficiencies, and intermittent problems are excluded from the Home Inspection. The Home Inspector is not expected to enter any areas or perform any procedure that is unsafe or likely to damage the property or its systems or components; nor is the Home Inspector required to enter any area that does not have at least 24 inches of unobstructed vertical clearance and at least 30 inches of unobstructed horizontal clearance. The Home Inspection or its report is not required to determine life expectancy of systems or components or determine the cause of any condition or deficiency; or future conditions that may occur including the failure of systems and components. The Home Inspection will not determine whether water supply and waste disposal system are public or private; insert any tool, probe or testing device inside electrical panel, walk on un-floored sections of attics and light pilot flames or ignite or extinguish fires.

The Home Inspection shall not be construed to require a Home Inspector to inspect the items set forth in N.J.S.A. 13:40-15.16(b): a copy of which is attached to this Agreement. (See Reverse Side)

Maintenance and other items may be discussed, but they are not part of our Home Inspection. The report is not a compliance inspection or certification for past or present municipal codes or regulations of any kind.

The Home Inspection and report do not address and are not intended to address the possible presence of or



## 13:40 – 15.16 **STANDARDS OF PRACTICE**

- a. All home shall comply with the standards of practice contained in this section when conducting home inspections. The scope of home inspection services performed in compliance with the requirements set forth in this section shall provide the client with objective information regarding the condition of the systems and components of the home as determined at the time of the home inspection.
- b. 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, unsafe and likely to be dangerous to the inspector or other person;
  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 unfloored sections of attics; and
  22. Light pilot flames or ignite or extinguish fires.