

to remove the covers of main and sub panels; walk on un-floored sections of attics; and/or light pilot flames, ignite or extinguish fires.

- 10. **UNFORESEEN CONDITIONS, WEATHER, AND SAFETY:** The weather and other unforeseen conditions existing on the date and time of the inspection will vary the scope of the work to be performed by the COMPANY. Systems may not be inspected due to weather or unforeseen conditions. Air conditioning equipment will not be evaluated, operated, or inspected during cold weather. The COMPANY will return to inspect those areas of the property that could not be inspected for a fee of \$125. No area that poses a threat to the inspector's safety will be inspected, including steep, slippery, or brittle roofs, or walk roofs not accessible from an eleven foot ladder, as required by N.J.A.C. 13:40- 17.
- 11. **INSPECTION REPORT:** The COMPANY will provide the CLIENT with a report which (i) discloses those systems and components which are designated for inspection pursuant to N.J.A.C.13:40-16 and are present at the time of the inspection, as well as those which are present at the time of the home inspection but are not inspected and the reason(s) they are not inspected, (ii) describes systems and components as specified in N.J.A.C.13:40-16 and states what MATERIAL DEFECTS are found in systems or components, (iii) states the significance of findings; and (iv) provides recommendations regarding the need to repair, replace, or monitor a system or component, or to obtain examination and analysis by a qualified professional, tradesman, or service technician.
- 12. **PRE-SETTLEMENT INSPECTION:** CLIENT accepts that this home inspection is no substitute for a pre-settlement inspection. Damages, symptoms, clues, mechanical failures, or other problems may appear after the home inspection is performed and before closing. CLIENT agrees to conduct a PRE-SETTLEMENT INSPECTION of the home as close as possible to time of closing. CLIENT waives any right to make a claim against COMPANY if CLIENT has not diligently performed a PRE-SETTLEMENT INSPECTION or if CLIENT did not initiate more extensive investigation and follow through with specialists on all problems noted in the report.
- 13. **WARRANTIES:** COMPANY's inspection and the Inspection Report are NOT a guarantee or warranty, expressed or implied, regarding the present or future condition of the building, present or future adequacy or performance of the structure, its systems, or their component parts. ALL WARRANTIES EXPRESS AND IMPLIED ARE EXPRESSLY EXCLUDED BY THIS AGREEMENT.
- 14. **THIRD PARTIES AND SUBROGATION:** The Agreement, home inspection, and Inspection Report are ONLY for the CLIENT'S benefit. CLIENT agrees to protect, indemnify, defend, and release COMPANY from liability against all third party claims or losses (including costs and reasonable attorneys' fees) brought against COMPANY which relate to this Agreement, this home inspection, or this Inspection Report. This indemnification covers, without limitation to claims brought by any person or entity not a party to this Agreement, claims brought by CLIENT's insurance company, claims brought by real estate agents or brokers, claims brought by the sellers of the property, including cross claims for contribution and indemnification, claims arising under this Agreement, warranty, negligence, gross negligence or any other theory of liability.
- 15. **LIMITATION OF LIABILITY:** CLIENT agrees and understands that if COMPANY is found liable for any loss or damage due to negligence or the failure to perform obligations in this Agreement, including the improper or negligent performance of the inspection or the improper or negligent reporting of conditions of the property, COMPANY's maximum liability shall be limited to twice (2 times) the fee paid to COMPANY for the inspection as stated in Item # 5, above, and this liability shall be exclusive. This limitation of liability specifically covers liability for: damaged property, loss of use of the property, lost profits, consequential damages, special damages, incidental damages and governmental fines and charges.
- 16. **TIME LIMIT AND REQUIREMENTS TO SUE:** CLIENT agrees that any and all claims must be brought within a timely manner, which is agreed to be one (1) year after the date of this Agreement. CLIENT must provide COMPANY the right to examine the subject matter and area of any claim within ten (10) days after discovery and prior to any remedial measures or repairs. **If all the above provisions are not met, CLIENT waives the right to sue COMPANY and the CLIENT agrees that COMPANY has no liability.**
- 17. **ARBITRATION:** Any controversy or claim arising out of, or relating to this Agreement, the inspection or the inspection report shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Judgment of the award rendered by the arbitration panel may be entered in any court having jurisdiction hereof. All costs for the arbitration will be the full and sole responsibility of the person or entity bringing the claim. All arbitrators shall have knowledge of the home inspection industry and at least two members of the arbitration panel shall be members of the New Jersey Bar. In ascertaining the degree of care that would be used by a prudent home inspector, all arbitrators shall rely solely upon N.J.A.C. 13:40- 15.
- 18. **LEGAL FEES/OTHER EXPENSES:** If either party makes a claim against the other for any error, omission or other action arising out of the work performed under this Agreement and fails to prove all aspects of such claim, to the degree necessary to prevail at the Arbitration or any court or tribunal found to have jurisdiction over the Contractor or any controversies related to this Agreement, this home inspection, or Inspection Report, the party making the claim agrees to pay all attorney fees, arbitrator fees, expenses and costs incurred in the defense of the claim. Additionally, CLIENT agrees to pay all of COMPANY's collection costs (legal fees & expenses) related to this Agreement, this home inspection, or Inspection Report.
- 19. **SEVERABILITY & ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the parties and it supersedes any previous oral or written agreement. If any court or tribunal determines that any portion of this Agreement is unenforceable, that tribunal shall enforce the remainder of the Agreement as though the unenforceable portion did not exist.

I HAVE BEEN PROVIDED WITH THIS AGREEMENT EITHER VIA EMAIL OR COMPANY'S WEB PAGE WITHIN 24 HOURS OF READ ALL PAGES OF THIS AGREEMENT IN ITS ENTIRETY. I UNDERSTAND, ACCEPT, AND AGREE TO ALL OF ITS PROVISIONS, INCLUDING, BUT NOT LIMITED TO, THE FEE AND PAYMENT TERMS IN SECTIONS 5 AND 6. I ALSO UNDERSTAND I HAVE THE RIGHT TO HAVE AN ATTORNEY REVIEW THIS AGREEMENT PRIOR TO SIGNING.