

HOME HUGGERS CONSULTING, LLC

Inspection Agreement

7 Cedar Ct, Millstone NJ, 08535

732-439-6130

HomeHuggersConsulting.com

info@homehuggersconsulting.com

Client Name _____

Client Address _____

Client Town _____ State _____ Zip _____

Home Phone _____ Cell _____ Work _____

E-mail _____ Other _____

Inspection property location:

Site Address _____ NJ _____

This agreement entered into and between above named client and if married the client's spouse and Home Huggers Consulting, LLC (inspector) to perform an inspection of the property in accordance with the terms, conditions and limitations of the American Society Of Home Inspectors (ASHI).

In consideration of the forgoing, the client and inspector agree to the following.

1. The Inspector will meet or exceed standards of practice of the American Society of Home Inspectors and will present a copy of the standards of practice prior to inspection upon client's request.
2. The Client agrees to pay the inspector the sum of \$120.00 per hour (minimum 3 hours) for an inspection of the property. All time is billable including drive time, inspection time, report time, no show, no access, and inappropriate cancellations. It is agreed that if a credit card is provided for deposit or payment client authorizes the credit card be authorized (temporary hold) prior to the inspection for the a security amount of \$500.00. When the inspection report is complete and presented (mailed, or e-mailed) the client authorizes Home Huggers Consulting to bill the provided credit card for the appropriate hours.
3. The inspector will perform a visual inspection of the property and will provide client with a written inspection report identifying the major deficiencies at the time of the inspection. Latent and or concealed defects, conditions and or deficiencies are excluded from this inspection.
4. The client understands and agrees that the inspector assumes no liability or responsibility for cost of repairing or replacing any reported or unreported defects, conditions or deficiencies, either current or arising in the future or of any property damage, consequential damage or bodily injury of any nature or any property damage or injuries as a result of the inspector's performance.
5. The client understands and agrees that the inspector is not an insurer or guarantor against defects in the structure, systems or components inspected. Inspector makes no warranty, expressed or implied, as to the fitness for use, condition, performance or adequacy of any structure, system or components on the property.
6. This agreement, including the terms and conditions on the reverse side, constitute the entire understanding and agreement between the inspector and the client. All negotiations between the parties hereto are merged into this agreement, and there are no representations, warranties, covenants, understandings, or agreements, oral or otherwise in relations thereto between the parties other than those incorporated herein. This agreement shall be amended, modified or supplemented only by written agreement signed by both parties.

By signing below the client acknowledges that client has been given this 2-page agreement 24 hours or more before scheduling of inspection, read and understands this agreement and the terms and conditions supplementing this agreement, and accepts all of the conditions outlined herein.

Client

Inspector

Client

Date

TERMS AND CONDITIONS

1. The client represents and warrants that all approvals necessary have been secured for the inspector's entrance onto the property.
2. The inspection is a visual inspection and systems and components will not be dismantled. The inspector is not required to move personal property, debris furniture, equipment, carpeting or materials that may limit or impede access or visibility.
3. The inspector will not enter any area or perform any procedure that may damage the property or be dangerous or unsafe to the inspector or anyone else.
4. A reasonable amount of access space must be available for the inspector to safely perform his work. This includes access to crawl spaces, attics, roofs and the use of ladders when necessary.
5. Any utility that is turned off at the time of the inspection will remain off. It is the responsibility of the client to arrange that utilities and there pilot lights be on and operational before inspection. Utilities that are off will diminish a comprehensive inspection.
6. The inspection is not technically exhaustive which would involve the use of advanced techniques, measurements, instruments, testing, calculations or other means.
7. The inspection and report is not a compliance inspection or certification for any past or present governmental codes or regulations of any kind.
8. The client is responsible to provide the inspector a list of any known defects and any disclosure statements prior to the inspection.
9. Any alarms systems local or centralized may not be tested. If such tests are made any alarms sent to fire companies, police departments, central alarm monitoring companies or any other parties the inspector shall have no responsibility for any repercussions for such alarms.
10. Inspection and report does not address and is not intended to address any harmful substances or environmental or hazardous materials.
11. Client will be present for the inspection. If the client is not available, the client will send his representative.
12. If inspector is found liable for any loss or damage due to negligence or the failure to perform obligations in this agreement, Home Huggers Consulting maximum liability shall be limited to twice (2 times) the inspection fee paid.
13. Client agrees that all claims must be brought in a timely manner, which is within 1 year after date of this agreement and that the inspector has 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 repair.
14. Any dispute, controversy, interpretation, claim arising out of, or relating to this agreement shall be settled by arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc.
15. The inspector will be moving, touching, operating, handling components of the home and items on the property and shall not be liable or take any responsibility for any item or component which may break or be damaged in the process of performing the inspection and shall have no liability for personal injury, property damage or any other damage resulting from participation in or attendance at home inspection by client or individual not affiliated with Home Huggers Consulting.
16. The inspection and report are not intended to be used as a guarantee or warranty, expressed or implied, regarding the adequacy, performance, life expectancy condition of any inspected structure, item, system or component.
17. The inspection report is prepared exclusively for the client. The report is not intended for third party dissemination and shall not be forwarded to any other person, company legal entity.
18. Any check returned for any reason will be assessed a return check fee of \$50.00.
19. Any bill not paid on completion will be assessed a billing fee of \$50.00 plus 2% per month (24% per annum) and any legal fees incurred by inspector to collect fees will be assessed against the client.