



# Home Inspection Agreement

**Property address:** \_\_\_\_\_  
(hereinafter  
"PROPERTY") \_\_\_\_\_

**Client information** Name: \_\_\_\_\_  
(hereinafter "CLIENT") Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**CLIENT's real estate agent** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**CLIENT's attorney** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**We authorize you to provide copies of this report to:** \_\_\_\_\_ CLIENT's real estate agent \_\_\_\_\_ CLIENT's attorney  
\_\_\_\_\_ Other: \_\_\_\_\_

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **Home Front Inspections LLC** (hereinafter "INSPECTOR") and the undersigned ("CLIENT"), collectively at times referred to herein as "the PARTIES." This Home Inspection Agreement (also may be referred to as Pre-inspection Agreement, the terms Home Inspection Agreement and Pre-inspection agreement may be used interchangeably) will hereinafter be known as "AGREEMENT". The Parties understand and voluntarily agree as follows:

- Fee:** The fee for the INSPECTION is \$\_\_\_\_\_ which includes the REPORT. Increased on-site inspection time caused by delays beyond INSPECTOR's control will be billed at \$100 per hour. The INSPECTION fee is due at the time of the INSPECTION, prior to the INSPECTION beginning. Payments not made within 30 days of completion of the report are subject to a late charge of \$50 and a monthly interest rate of 1.5% simple interest on the unpaid balance along with all reasonable collection costs, including attorney fees. There will be a \$35 charge for all returned checks.
- Inspection:** INSPECTOR agrees to perform a visual inspection of the home/building and other structures and services as specified above (known throughout as the "INSPECTION") and to provide CLIENT with a written report (known throughout as "REPORT") identifying the defects and conditions that INSPECTOR both observed and deemed material. Latent & concealed defects and deficiencies are excluded from the scope of the INSPECTION. Areas covered, cluttered, not accessible, structurally altered, or cosmetically concealing deficiencies cannot be reported upon due to them not being accessible to the INSPECTOR. Likewise, equipment, items and systems cannot and will not be dismantled and are thus only subject to external visual inspection(s). The REPORT is not a compliance inspection or certification for past or present government codes or regulations of any kind. At the time of the INSPECTION, the INSPECTOR may offer verbal comments as a courtesy, but these comments will not comprise the bargained-for REPORT. Maintenance and other items may be discussed, but they are not a part of our INSPECTION. The REPORT is considered a snap-shot in time, limited visual, and non-destructive inspection summary that is conducted under accepted industry-wide protocols. CLIENT further agrees that neither the INSPECTION nor the REPORT are substitutes for any real estate transfer disclosures, which may or may not be required by law.
- Standards of Practice:** Unless otherwise inconsistent with this AGREEMENT or where not possible or practicable, INSPECTOR agrees to perform the INSPECTION in accordance with the current ASHI Standards of Practice, as published by the American Society of Home Inspectors®. CLIENT understands that these standards contain limitations, exceptions, and exclusions. Unless otherwise indicated above, CLIENT understands that INSPECTOR will NOT be testing for the presence of radon gas – a colorless, odorless, radioactive gas that has been determined to be harmful to humans. A copy of the ASHI Standards of Practice is available from INSPECTOR and will be provided to CLIENT upon request, it is also available at <http://www.homeinspector.org/standards/default.aspx>.

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4. **Log Structures:** If any structure or portion of any structure that is to be inspected is a log home, log structure or includes similar log construction, CLIENT understands that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the INSPECTION to be performed pursuant to this AGREEMENT does not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects, all of which are expressly excluded from the scope of this AGREEMENT. CLIENT is free to seek any further inspection(s) or professional evaluation(s) which may be available and which they deem necessary to analyze these items.

5. **Environmental and/or Health Issues:** CLIENT acknowledges and agrees that this INSPECTION is NOT an environmental survey, environmental audit or other environmental analysis. CLIENT further acknowledges and agrees that this INSPECTION is NOT intended to detect, identify, disclose and/or report on the presence of any actual and/or potential environmental concerns and hazards, including, but not limited to, asbestos, radon, (unless the CLIENT has contracted INSPECTOR to perform a radon test) lead, urea formaldehyde, mold, mildew, fungus, odors, noise, toxic or flammable chemicals, water and/or air quality, PCBs and/or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites, carbon monoxide in the air, water, soil, and/or building materials. CLIENT is free to seek any further inspection(s) or professional(s) evaluations and services which may be available and which they deem necessary to analyze these items.

6. **Radon Tests:** If CLIENT contracts with INSPECTOR for air or water radon testing, said testing will be done in compliance with the laws of the State of New Jersey and in compliance with the performance standards set forth by the EPA in their Radon Proficiency Programs.

7. **Inspection Report:** The INSPECTION and REPORT are for the use of CLIENT only, who may give INSPECTOR permission to discuss observations and findings from the INSPECTION with real estate agents, attorneys, owners, repair-persons, or other relevant interested parties. INSPECTOR shall be the sole owner of the report and all rights to it, including without limitation, all underlying intellectual property rights to the layout, format and content set forth therein. INSPECTOR accepts no responsibility for use, misuse or misinterpretation of the REPORT by third parties, and third parties who rely on it in any way do so at their own risk and peril and release INSPECTOR (including INSPECTOR'S agents, employees, affiliates and business entities) from any liability whatsoever. Any third parties who rely on the REPORT in any way also agree to comply with all provisions in this AGREEMENT. The INSPECTION and the REPORT are in no way a guarantee or warranty, express or implied, regarding the future use, fitness for particular purpose, operability, habitability or suitability of the home/building/structure/feature or its components. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED TO THE FULLEST EXTENT ALLOWED BY LAW.

8. **Retention:** INSPECTOR shall retain this AGREEMENT and REPORT either in their original form or digitally scanned for a period of five (5) years from the date of execution of this AGREEMENT.

9. **Limitation of Liability:** INSPECTOR ASSUMES NO LIABILITY FOR THE COST OF REPAIR OR REPLACEMENT OF UNREPORTED DEFECTS OR DEFICIENCIES EITHER CURRENT OR ARISING IN THE FUTURE. CLIENT ACKNOWLEDGES THAT THE LIABILITY OF INSPECTOR, ITS AGENTS AND/OR EMPLOYEES, FOR CLAIMS OR DAMAGES, COSTS OF DEFENSE OR SUIT, ATTORNEY'S FEES AND EXPENSES ARISING OUT OF OR RELATED TO THE INSPECTOR'S NEGLIGENCE OR BREACH OF ANY OBLIGATION UNDER THIS AGREEMENT, INCLUDING ERRORS AND OMISSIONS IN THE INSPECTION OR THE REPORT, SHALL BE LIMITED TO LIQUIDATED DAMAGES IN AN AMOUNT EQUAL TO THE FEE PAID TO THE INSPECTOR HEREUNDER, AND THIS LIABILITY SHALL BE EXCLUSIVE IN ALL RESPECTS. CLIENT WAIVES ANY CLAIM FOR ACTUAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES OR FOR THE LOSS OF THE USE OF THE HOME/BUILDING/STRUCTURE/FEATURE EVEN IF THE CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THE LIQUIDATED DAMAGES ARE NOT INTENDED AS A PENALTY BUT ARE INTENDED: (I) TO REFLECT THE FACT THAT ACTUAL DAMAGES MAY BE DIFFICULT AND/OR IMPRACTICAL TO ASCERTAIN; (II) TO ALLOCATE RISK AMONG THE INSPECTOR AND CLIENT; AND (III) TO ENABLE THE INSPECTOR TO PERFORM THE INSPECTION AT THE STATED FEE.

10. **Claims:** In the event of a claim against INSPECTOR by a third party, CLIENT agrees to supply INSPECTOR with the following: (i) written notification of the claimed adverse condition(s) within five (5) days of discovery or within thirty (30) days of this INSPECTION whichever is earlier; and (ii) unlimited access to the PROPERTY (as deemed necessary by INSPECTOR). Failure to comply with the above conditions will prejudice INSPECTOR and as a result INSPECTOR and its agents shall be released and held harmless from any and all obligations or liability of any type or nature whatsoever.

11. **Jurisdiction:** The parties agree that any litigation arising out of this AGREEMENT shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any claims against INSPECTOR in a court of law, CLIENT agrees to: (i) pay any and all legal costs and expenses of INSPECTOR; and (ii) pay all fees and expenses incurred by INSPECTOR in connection with defending said claims. In any action or proceeding against INSPECTOR, CLIENT expressly waives trial by jury.

12. **Limitations Arising from Licensing:** INSPECTOR does not perform engineering, architectural, plumbing, electrical or any other functions requiring an occupational license in the jurisdiction where the INSPECTION is taking place, unless the INSPECTOR holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond the scope of the INSPECTION. Should INSPECTOR be so licensed, INSPECTOR may, for additional fee(s), perform additional inspections

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beyond those within the scope of the INSPECTION. Any agreement for such additional inspections shall be in a separate writing and shall be beyond the scope and purview of this AGREEMENT.

13. **Entirety of Agreement:** If any court declares any provision of this AGREEMENT invalid, the remaining provisions will remain in effect. This AGREEMENT represents the entire agreement between the parties. All prior communications are merged into this AGREEMENT, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its employees or agents shall be binding unless reduced to writing and signed by INSPECTOR. No change shall be enforceable against any party unless it is in writing and signed by the parties. This AGREEMENT shall be binding upon and enforceable by the PARTIES and their heirs, executors, administrators, successors and assigns. CLIENT shall have no cause of action against INSPECTOR unless such action is commenced within six (6) months from the date of the INSPECTION.

14. **Authorization to Execute this Contract:** The person executing this AGREEMENT warrants and represents to INSPECTOR that he/she is expressly authorized to sign this AGREEMENT by all other persons and/or entities involved in the transaction or purchase relating to the above identified PROPERTY.

15. **Fees:** Payment of the fee to INSPECTOR is due upon completion of the on-site INSPECTION. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, partnership, LLC, or other legal or business entity, the person signing this AGREEMENT on behalf of such entity does personally guaranty payment of the fee by the entity.

16. **Re-inspection:** CLIENT understands and agrees that INSPECTOR will endeavor to return at a later date to inspect any systems and/or components that are not inspected on the date and at the time of the INSPECTION identified and scheduled on the first page of this AGREEMENT because of unforeseen circumstances. Any such systems and/or components that are not inspected because of such unforeseen circumstances shall be referenced in the REPORT. CLIENT understands and acknowledges that it is his/her responsibility to schedule and pay an additional inspection fee(s) for any re-inspection(s) in this regard. The re-inspection fee will be determined at the time of scheduling. If CLIENT requests a re-inspection(s), said re-inspection(s) is also subject to all the terms, conditions and limitations set forth in this AGREEMENT.

17. **Cost Estimates and Limitations:** If INSPECTOR provides any verbal or written estimates as to the costs associated with making any repairs, CLIENT understands and agrees that said estimates are included solely as a courtesy and as a general guide and are not to be considered, understood, relied on or utilized by CLIENT as representing the actual costs associated with making any such repairs. CLIENT further acknowledges and agrees to Release and Hold Harmless INSPECTOR in connection with any estimate(s) that may overstate or understate the actual cost of repair(s), even if said overstatement and/or understatement is due to the negligence of INSPECTOR.

18. **Assignment:** This AGREEMENT is not transferable or assignable by CLIENT without the prior expressed consent of INSPECTOR.

19. **Interpretation:** Should any provision of this AGREEMENT require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.

The undersigned acknowledges that they have read this AGREEMENT, fully understand the AGREEMENT, agree to be bound by the AGREEMENT, including the terms, conditions and limitations described above, and have received a copy of the AGREEMENT.

**FOR INSPECTOR:** \_\_\_\_\_  
(Signature) (Date)  
\_\_\_\_\_  
(Print name)

**FOR CLIENT:** \_\_\_\_\_  
(Signature) (Signature)  
\_\_\_\_\_  
(Print name) (Print name)  
\_\_\_\_\_  
(Date) (Date)