



Bittner Property Inspections, LLC
Professional Home Inspection Services

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Home Inspection Agreement

Date:

Name of Client:

Home Address:

Telephone Number:

Date of Inspection:

Time of Inspection:

Address of Inspection:

Fee for Inspection:

Please Read Carefully

This is a legally binding agreement made by _____, hereby called the “CLIENT”, and **Bittner Property Inspections LLC**.

Agreement

1.Services:

This is a limited visual inspection of the apparent conditions in readily and easily accessible areas that existed at the time of inspection based on the New Jersey Standards of Practice for Home Inspectors. Only areas specifically mentioned in this report have been inspected and those areas not mentioned are not part of this inspection.



The Inspection and Report are performed and prepared for the sole, confidential and exclusive use and possession of the CLIENT. The Report is NON-TRANSFERABLE. The INSPECTOR does not perform electrical, HVAC, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place.

This inspection will be performed by a licensed New Jersey Home Inspector. In New Jersey, home inspectors and associate home inspectors are governed by the rules in the New Jersey Administrative Code contained at N.J.A.C. 13:40-15. The licensee shall comply with these rules and failure to comply with the rules may subject the licensee to discipline.

The INSPECTOR agrees to perform a visual inspection of the visible readily accessible parts of the subject house and provide the CLIENT with a written Inspection Report identifying the visually observable deficiencies deemed material. Structures detached from the house are not inspected unless otherwise expressly agreed. The fees for extra services are set forth below. The systems for inspection that will be hereby called inspected as part of the home inspection as required pursuant to N.J.A.C 13:40-15.16 are as follows: Structural Components; Exterior Components; Roofing System; Plumbing System; Electrical System; Heating System; Cooling System; Interior Components; Insulation Components; Ventilation Systems; Fireplaces; and Solid Fuel Burning Appliances.

This inspection and the NJ standards are designed to identify and disclose major deficiencies of the structure and/or systems. Inspections are visual and based upon the opinion of the inspector. The inspection is not technically exhaustive and does not imply that every defect will be discovered. The inspection and the report are NOT intended to provide complete information about the home. Neither the inspection nor the report should be solely relied upon and/or used to make decisions as to whether or not the home should or should not be purchased or leased.

Absolutely no warranties or guarantees are given or implied for any latent concealed defects. There is no destructive probing or dismantling of any components. Additionally, any repairs after the inspection may reveal defects that are not accessible at the time of the inspection. Any and all visual problems observed should be verified with the appropriate contractor, electrician, plumber, or skilled professional for code compliance and cost estimates. Bittner Property Inspections LLC is not liable for any defects or deficiencies which could not be reasonably discovered during a limited visual inspection.

If consulting with specialized experts is recommended by Bittner Property Inspections LLC in the report, The CLIENT must do so at the CLIENT'S expense. All specialized additional inspections should be completed prior to your real estate settlement. Advise your attorney, your real estate professional, and the owner of the property of the need for additional inspections within the home inspection contingency period as detailed in your real estate contract to purchase.

2. Confidentiality

This is a confidential report. Owners, real estate brokers, and buyers other than the persons who contracted for and paid for these services are not permitted to use this report for any purpose without the express written consent of Bittner Property Inspections LLC. Legal action will be taken against any and all parties using this report without such approval of Bittner Property Inspections LLC.

Initial if you would like the following to receive copies of the inspection report.

_____ Your Realtor _____ Your Attorney

3. Exclusions and Limitations



You acknowledge and agree that this inspection and the inspection report and the findings are limited in nature. It is chiefly concerned only with visible and accessible major structural, electrical, and mechanical systems. References to minor details are done only as a courtesy. This is NOT a code enforcement inspection, and is only based on the inspector's opinion. Unless otherwise indicated the following items ARE NOT COVERED, or can they be accurately assessed by Bittner Property Inspections LLC during a limited visual inspection and should be consulted about with a professional within that discipline.

- Code compliance (Electrical, Structural, Plumbing, Zoning, etc.)
- Internal gutter and down spout systems, lightning protection systems, chimney flues and liners
- Smoke and carbon monoxide detection systems, telephone systems, security systems
- Fire sprinkler systems, fire alarm systems, locks and security devices
- Fan driven exhaust systems for central heating flues, humidifiers, air purifiers, heating cables
- Energy loss testing, solar heating, efficiency of hot air & air-conditioning systems, free standing systems, portable heating systems, effectiveness of insulation, concealed insulation
- The extent of damage noted in detected areas
- Termites and other wood destroying insects and their related damage
- Wood or other pilings, bulkheads
- Subsurface soil conditions below and surrounding the buildings, oil tanks, propane tanks
- Exterior plumbing components (including: private sewer systems, septic systems, Buried pipes) Connections to public sewer systems, sprinkler systems, water systems, swimming pools and related equipment, hot tubs interior and exterior, spas, steam units, water supplies (including: water wells, pumps and purification equipment), water conditioning equipment, volume-capacity of water wells
- Elevator components and systems, common areas- condominiums, door openings and doorbell systems
- TV cable systems, antennas, intercom systems
- Any or all latent or concealed defects, deficiencies, and conditions
- Radon mitigation equipment and systems installation

The Inspection is not intended to be technically exhaustive; equipment, systems and items will not be dismantled and the Inspection does not include any destructive testing. The INSPECTOR is not required to move personal property, debris, furniture, equipment, and carpeting or like materials that may impede access or limit visibility. The CLIENT agrees to assume all risk for all conditions which are concealed from view at the time of the Inspection or exist in any areas excluded from the Inspection by the terms of this Agreement. The CLIENT also understands that the following actions are not required as part of the Home Inspection under applicable New Jersey regulation (N.J.A.C 13:40-15.16) and will not be undertaken by the INSPECTOR.

- a. 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 persons.
- b. 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.
- c. Enter any area which does not have at least 24 inches of unobstructed vertical clearance and at least 30 inches of unobstructed horizontal clearance.
- d. Identify concealed conditions and latent defects.
- e. Determine life expectancy of any system or component.
- f. Determine the cause of any condition or deficiency.
- g. Determine future conditions that may occur including the failure of systems and components including consequential damage.
- h. Determine the operating costs of systems or components.
- i. Determine the suitability of the property for any specialized use.
- j. Determine compliance with codes, regulations and/or ordinances.
- k. Determine market value of the property or its marketability.
- l. Determine advisability of purchase of the property.



- m. Determine the effectiveness of any system installed or method utilized to control or remove suspected hazardous substances.
- n. Operate any system or component which is shut down or otherwise inoperable.
- o. Operate any system or component which does not respond to normal operating controls.
- p. Operate shut-off valves.
- q. Determine whether water supply and waste disposal systems are public or private.
- r. Insert any tool, probe, or testing device inside electrical panels.
- s. Dismantle any electrical device or control other than to remove the covers off the main and sub panels.
- t. Walk on un-floored sections of attics.
- u. Light pilot flames or ignite or extinguish fires.

4. Re-inspection Fee

A re-inspection fee of \$ 200.00 will be charged if the inspector is asked to return after the initial inspection. This includes testing central air conditioning which could not be inspected due to cold weather, inspecting winterized plumbing and buildings where utilities were off, or inspecting portions of the home or building inaccessible during the original inspection.

5. Environmental Exclusions and Limitations:

The Environmental Protection Agency (EPA) has determined that some buildings and homes may be affected by unhealthy air contamination. We do not test for this and cannot provide you with an opinion about the indoor air quality of this structure.

Unless otherwise indicated, no evaluation has been made regarding the following items, or can they be accurately assessed by Bittner Property Inspections LLC during a limited visual inspection:

Air quality analysis, lead water pipes, water quality, toxic waste, lead paint, lead solder, urea formaldehyde (UFFI), radon, asbestos, polluted water, soil analysis, mold & mildew under ground & above ground oil tanks, under ground & above ground propane tanks, presence of off-gassing drywall (AKA "Chinese Drywall")** Any or all environmental hazards, defects and conditions.

6. Arbitration Clause:

Should the CLIENT believe that Bittner Property Inspections LLC was negligent in the inspection, the CLIENT is expected to communicate IN WRITING to Bittner Property Inspections LLC within (10) ten days. If the dispute can not be resolved between Bittner Property Inspections LLC and the CLIENT, both parties hereby agree to submit the dispute to binding arbitration in accordance with the rules of the American Arbitration Association. Arbitration is to be conducted by an arbitrator who is a full time home inspector with a minimum of (6) six years experience as a home inspector. The inspection will be judged in accordance with the *NJ-Standards of Practice*. The *Standards of Practice* provides the minimum standards of performance for a written residential home inspection. All disputes will be binding and non-appealable.

Notwithstanding any provisions to the contrary contained in this Agreement, the CLIENT agrees to pay all costs, including reasonable attorney's fees, incurred by Bittner Property Inspections LLC in defending any legal action brought by the CLIENT, provided:

- a. The CLIENT fails to attempt to resolve any disagreement or dispute using the arbitration remedy provided for in this section.
- b. Such failure is adjudged to be lawful by a court of competent jurisdiction.



The CLIENT and Bittner Property Inspections LLC agree that should a court of competent jurisdiction determine and declare that any portion of this Agreement is void, voidable, or unenforceable, the remaining provisions and portions shall remain in full force and effect.

7. Notification of Claims:

In the event that a claim ensues from the inspection, Bittner Property Inspections LLC requires the following:

- Written notification of any adverse conditions must be made within (10) ten days of discovery of said conditions to Bittner Property Inspections LLC.
- The discovery period is limited to one year from the date of the inspection by this agreement.
- Bittner Property Inspections LLC shall have the right to inspect said conditions within a reasonable period of time.
- Bittner Property Inspections LLC will be allowed to remedy, repair, or replace said conditions if negligence is proven within a reasonable period of time.

Failure to conform to any of the conditions listed above would make any and all contracts concerning the inspection of this real estate void, and Bittner Property Inspections LLC shall be released from liability and obligations.

8. Acknowledgement:

- The inspection is performed for the sole, confidential and exclusive use and possession of the CLIENT. Neither the contents of the report or any representations made herein are assignable without the express written permission of Bittner Property Inspections LLC and any reliance thereon by any party other than the CLIENT named above is prohibited.
- Any and all recommendations represent the opinions of Bittner Property Inspections LLC. Any and all visual problems observed should be verified with the appropriate professional engineer, contractor, electrician, plumber or skilled professional for cost estimates and code compliance.

9. Payment: Payment is due in full at the time of the inspection.

By payment for and acceptance of this report, the CLIENT hereby, has acknowledged the terms and conditions of this report.

10. Agreement:

I have reviewed and understand, the PRE INSPECTION DOCUMENTS, INVOICE SUMMARY, and REAL ESTATE INSPECTION CONTRACT. I agree to those items and those terms specifically listed within this Agreement on Pages 1 through 5, items 1 to 12.

To understand the report you should read the entire document including all the written material, maintenance suggestions, and comments. This contract represents the entire agreement between Bittner Property Inspections LLC and the CLIENT. The CLIENT acknowledges that they have read and understood the extent and limitations of this inspection, and agree to all of the limitations, terms, and exclusions contained within this contract.



11. Severability:

CLIENT and Bittner Property Inspections LLC agree that should a court of competent jurisdiction determine and declare that any portion of this agreement is void, voidable, or unenforceable, the remaining provisions and portions shall remain in full force and effect.

12. Exclusions in this inspection:

Client has requested that this inspection be limited to inspection of the

13. The Clients:

Have read, understood, and accepted the terms and conditions of the agreement and agree to pay the specific fees. This agreement represents the full understanding between the parties. No other agreement, whether oral or written, shall vary the stated terms and conditions. The person(s) signing this agreement and/or accepting this report, paying the stated fee of this contract represents and warrants that they are the actual person(s), or are the authorized agent(s) of the CLIENT(s), and that they have read and fully understand this agreement.

I UNDERSTAND AND AGREE TO ALL OF THE TERMS LISTED ABOVE

Client's Signature: _____ Date _____

For
Bittner Property Inspections
LLC: _____ Date _____