



## Pre Inspection Agreement for Home Inspection Services

Tighe Inspections LLC  
258 Cedar Street  
North Plainfield, New Jersey 07060  
(908) 331-2244

### **FOR HOME INSPECTION SERVICES**

THIS INSPECTION AGREEMENT - *dated* - contains the terms under which Tighe Inspections LLC (the COMPANY) will perform a Home Inspection of the Property for the sole benefit of *Client*

**Tele #**

**Email:**

### **PROPERTY ADDRESS**

**Services:** TBD

**Rate \$** TBD

**Date:** TBD

**Time:** TBD

The Client is hiring the Company, and the Company agrees to perform what is commonly known as a Home Inspection and render a written Home Inspection Report in connection with Client's intended purchase of the Property. The inspection will be performed and the report prepared for the sole, confidential and exclusive use of the Client. The Client agrees that the report will be made available by the Company only to the Client's legal representative and real estate broker(s) in this transaction and none other except at Client's written direction.

### **IMPORTANT - PLEASE READ**

WHAT THIS REPORT WILL COVER. The inspection will be conducted following the standards as required by the New Jersey Home Inspection Licensing Act N.J.A.C. 13:40. The report is based on a visual, non-invasive inspection of the visible interior and exterior structure, roofing system; electrical, heating, air conditioning, ventilation, plumbing, and exterior cladding systems. The report emphasis is on identifying Material Defects as listed in the Report Commentary. A Material Defect is a condition, or functional aspect, of a structural component or system that is readily ascertainable during a home inspection that SUBSTANTIALLY AFFECTS the value, habitability or safety of the dwelling, but does not include decorative, cosmetic, or aesthetic

aspects of the system, structure or component. We may list some minor items for repair. However, we are only looking for items that substantially affect the value, habitability or safety of the dwelling.

**WHAT THIS REPORT WILL NOT COVER.** The inspection is not intended to be technically exhaustive. The home is occupied with the occupant's personal belongings and furniture which may limit some areas to inspect. Any area that is unsafe or likely to be dangerous, in the opinion of the inspector, or which does not have at least 30 inches of horizontal clearance and at least 24 inches of vertical clearance will not be inspected.

The following items are specifically excluded from the inspection: water softening systems, security systems, telephone and cable TV cables, timing systems, swimming pools and spas, underground or concealed pipes, sewer lines, septic systems, electrical lines and circuits, central vacuum systems, central air conditioning when outside temperature is below 65° F or 18° C, and any other condition, item, system or component which by the nature of their location are concealed or otherwise difficult to inspect or which the Inspector cannot visually examine.

Excluded is the assurance of a dry basement or crawl space; also excluded is the assurance that double and triple pane glazing seals in windows are intact. Inspector will not dismantle any component or system; full evaluation of the integrity of a heat exchanger requires dismantling of the furnace and is beyond the scope of a visual inspection.

The inspector cannot and will not determine the cost of operating any system; the cost of repair or replacement of any system or component; the value of the Property; or the life expectancy of any system or components

Building code, zoning or bylaw compliance is not covered in the inspection.

In houses built before 1978 it is likely that lead based paint exists which can present a hazardous condition. A lead based paint inspection is recommended but not included.

This inspection will include an inspection for the presence of wood destroying insects or damage, for the presence of dangerous or unacceptable environmental condition, including but not limited to, radon gas, asbestos, formaldehyde; or for pests such as wood destroying organisms, insects, rodents; fungus including but not limited to mold and mildew, or the presence of an underground storage tank. These additional services are available to Clients and Tighelnspections LLC can be contracted for those services separately.

If the Client wishes to have the inspection include areas that are not covered by this inspection, or are not readily accessible or visible, they should contract for these services separately.

**THE COMPANY AND ITS INSPECTOR ARE NOT CONTRACTORS.** All items listed in the Report Commentary should be evaluated and repaired by a qualified contractor; and all receipts and necessary documentation should be obtained prior to settlement. If time does not permit completion of repairs prior to settlement, obtain repair cost and methods of repair from a qualified contractor. An all-inclusive list of minor building repairs will not be provided, nor should

the report be considered a list of repairs for the seller to complete. The report simply states the condition of the dwelling and is intended to provide you with information in making an informed decision.

THE INSPECTION REPORT DOES NOT CONSTITUTE A WARRANTY, GUARANTEE OR INSURANCE POLICY OF ANY KIND. THE REPORT IS A PROFESSIONAL OPINION BASED ON A VISUAL INSPECTION OF THE ACCESSIBLE AREAS AND FEATURES OF THE PROPERTY AS OF THE DATE AND TIME OF THE INSPECTION. THE COMPANY CANNOT AND DOES NOT GUARANTEE THAT THE PROPERTY IS FIT FOR ANY PARTICULAR USE, OR GUARANTEE THE CONDITION OF THE PROPERTY OR ANY SYSTEM OR COMPONENT THAT IS INCLUDED IN THE INSPECTION AND REPORT. THE INSPECTION REPORT IS SPECIFICALLY SUBJECT TO THE EXCLUSIONS AND LIMITATIONS STATED ABOVE.

THE PURPOSE OF THE INSPECTION AND REPORT IS TO PROVIDE AN INFORMATIONAL SERVICE TO THE BUYER AND NOT INTENDED TO PROVIDE A WARRANTY AS TO THE QUALITY OR LIFE OF ANY SYSTEM OR COMPONENT MENTIONED IN THE REPORT. NEITHER THE INSPECTOR NOR THE COMPANY IS ASSOCIATED WITH ANY SELLER, BUYER, CONTRACTOR, LAWYER OR REALTOR. THE COMPANY AND ITS EMPLOYEES ARE LIMITED IN LIABILITY TO THE FEE PAID FOR THE INSPECTION SERVICES AND REPORT.

Any controversy or claim between the parties arising out of this Agreement or the services rendered by the Company shall be submitted to arbitration in accordance with the applicable rules for construction disputes under the American Arbitration Association. Secondary or consequential damages are specifically excluded. In the event that any dispute arises between the parties and the Company is primarily successful in any proceedings that result the Client shall be liable to the Company for all costs and legal fees incurred by the Company. Any claims must be presented within one (1) year from the date of the inspection. The Company shall have no liability for any claims presented more than one (1) year after the date of the inspection.

This Agreement constitutes the entire agreement between the parties and supersedes all prior written and oral prior representations or agreements. No change to this Agreement shall be binding on either party unless mutually agreed to, in writing, and signed by both parties. If any provision of this Agreement is held unenforceable by any court, it is the intent of the parties that all other provisions of this Agreement will remain fully valid, enforceable and binding on the parties.

I hereby authorize the inspection of this Property having read and understood this Agreement:

Signature of Client: \_\_\_\_\_

On behalf of the Company \_\_\_\_\_

## Supplementary Information and notes.

-Not all receptacles/outlets will be tested due to limited accessibility (i.e. furniture, clutter and/or obstructions). Not all windows or doors will be checked due to obstructions (i.e. blinds, curtains And/ or furniture). Decks, obstructions and weather can limit accessibility and/or conceal Deficiencies around the outside of the house. Sheds, pool houses, doll houses, and other out buildings are not part of the inspection, therefore were not inspected. Houses with bulkheads: The bulkhead is not part of the home inspection.

-Wood to earth contact is conducive to insect activity and/or wood destroying organism activity and damage. We recommend against wood to earth contact to reduce associated risks.

-Plumbing - The interiors of furnace flues, water heater flues, fireplace flues, or any flue or chimney is not accessible on our visual inspection, therefore are not inspected. The inspection of these components requires specialized equipment and/or partial disassembly, both of which are beyond the scope of this inspection. Adjust the hot water tank thermostat so the water temperature is not higher than 120 F or 50 C to reduce the risk of personal injury.

-Exterior Maintenance - It is very important that water & runoff drain away from foundations to minimize chance of water leakage into the basement, as cracks in foundation walls are common. Make sure the ground, patios and walkways slope away from the house for the first six feet. Wooden siding, windows, doors, decks, fences and/or sheds will require regular upkeep. Keep wood off the ground!

-It is important that water from eave troughs drains well away from house - at least 6 feet away from wall. Also it is usually better to reposition downspouts to drain water above ground and away from house. Make sure that eaves troughs (gutters) remain fastened securely, gutters are kept clean seasonally from leaves & debris and leaks are sealed. Also, ensure that tree branches are not rubbing against eave troughs and roof.

-Ensure roof flashing remains fastened, lays flat and gaps / cracks are caulked & sealed promptly to prevent leaks. Monitor the roof and attic on a seasonal basis for leaks and (wind) damage. Repair as soon as possible. Monitor siding and/or shingle exterior regularly for looseness, (Wind) damage and repair and/or fasten as necessary.

-Ceramic floor tiles, especially larger ones, can crack unexpectedly or become loose - repair as required. It is possible that active leaks are not detected during the inspection due to recent dry weather or inactivity of water fixtures or appliances. We recommend you interview the current seller about the history of any stains and repairs made. You are also advised to monitor all stained or previously stained areas, even after repairs are made, to insure leaks do not reoccur or persist. Any active leak should be repaired immediately.

-Sump pumps are advised in all basements and wet/damp crawlspaces. The pump should discharge water to the exterior grade (or other approved system/location.) The discharged water should not terminate into the public waste piping, storm drains, or adjacent properties. All sump water should discharge an adequate distance from the structure, to reduce the risk of run back.

-Heating/Cooling/Ventilation - Failure probability of furnace or boiler is unpredictable. We recommend a maintenance plan with the local utility company or a qualified plumber/HVAC contractor. As the furnace/boiler ages, maintenance becomes more important. Insure all fuel lines are free of leaks, and filters are replaced regularly. If the furnace/boiler is oil fired, the filters should be replaced/cleaned by a professional annually. All forced air systems should have their filters replaced (if disposable) or cleaned (if permanent) at least every month of use, unless otherwise specified by the manufacturer or qualified contractor. Also, have the ducts professionally cleaned every 3 to 5 yrs. Ask the existing property owner when the ducts were last cleaned. Do not run the a/c unless the exterior temperature has been above 60F for at least 24 hours. Running an a/c in temperatures below 60F can damage the compressor.

-Electrical - Ground Fault Circuit Interrupters (GFCIs) should be present and working within 6 ft. Of a water source in all kitchens, laundry rooms, and bathrooms, (unless the receptacle is dedicated for use with permanently installed appliances,) all exterior locations, and at least one in the garage. Test all GFCI's regularly by depressing the test button and then the reset. If the test button does not activate the reset, or the device will not reset, have the circuit evaluated immediately by a qualified contractor, before using the fixture/appliance/circuit.

Refrain from using extension cords on a permanent basis. Never run extension cords through Unviewable areas (i.e., wall cavities, behind furniture, etc.) or in wet/damp environments.