

CLIENT'S NAME:

Current Address:

Address of property to be inspected:

Date and Time of inspection:

THIS AGREEMENT made this: (_____), by and between:

ACADEMY HOME INSPECTION (hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

1. INSPECTOR is governed by and shall comply with the rules in the New Jersey Administrative Code (N.J.A.C. 13:40-15) or may be subject to discipline.
2. INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments but they will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.
3. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors posted at www.nachi.org/sop.htm and N.J.A.C. 13:40-15.16 posted at www.state.nj.us/lps/ca/adoption/hiado63. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. CLIENT also understands that NACHI is not a party to this Agreement and that NACHI has no control over INSPECTOR or representations made by INSPECTOR and does not supervise INSPECTOR. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be Testing for the following: Termites or other wood destroying organisms, Radon gas, mold, testing for compliance with applicable building codes, or testing for the presence of potential dangers arising from the following: asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations. The preceding items may be inspected for an additional fee – see "ADDITIONAL SERVICES" below.
4. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by law.
5. 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, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments 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, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building 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 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.
6. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function 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 this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing.
7. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.
8. 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. CLIENT agrees that a Real Estate Agent is merely a sales person and will not be named in any inspection-related dispute. CLIENT agrees that INSPECTOR is not responsible for services performed by Sub-Contractors such as septic inspections. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims. CLIENT further understands that any legal action against NACHI itself allegedly arising out of this Agreement or INSPECTOR'S relationship with NACHI must be brought only in the District Court of Boulder County, Colorado.

9. If any court declares any provision of this Agreement invalid or unenforceable, 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 agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification 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 assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

10. As set forth under N.J.A.C. 13:40-15, and only as requested by CLIENT, INSPECTOR will return at a later date to inspect any systems and/or components which were not inspected because of unforeseen circumstances at the initial inspection for a base fee of \$75 and an hourly fee of \$75 thereafter under most circumstances.

11. 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, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

12. As set forth under N.J.A.C. 13:40-15.16, the client may request that the following systems and components be excluded from the Inspection: _____.

13. This Agreement shall be retained for a period of five years.

14. This Agreement is not transferable or assignable.

Home Inspection & Additional Services Fee Schedule:

	Home Inspection	
	Carbon Monoxide Test	<i>FREE</i>
	ADDITIONAL SERVICES	
	Termite Inspection (Wood Destroying Insect Inspection)	
	Radon Screening Test (1 canister)	
	TOTAL FEE	

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

 John Leddy, Pres., ACADEMY HOME INSPECTION
 7 Marudy Drive, Clinton, NJ 08809
 NJ Home Inspector Lic. # 24GI00086900
 NJ Certified Radon Lic. # MET12493

 FULL NAME OF CLIENT OR REPRESENTATIVE