



NEW JERSEY HOME PRE-INSPECTION AGREEMENT
(PLEASE READ CAREFULLY)

WDI PRE-INSPECTION AGREEMENT

Subject Property to be Inspected:

Inspection Date:

Inspection Time: () AM () PM

Client(s) Name:

Client(s) Present Address:

Inspected By:

PLEASE READ THIS DOCUMENT AND ATTACHED ADDENDUM(S) CAREFULLY. IT CONTAINS PROVISIONS THAT LIMIT YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION. IF YOU HAVE ANY QUESTIONS REGARDING THE TERMS OF THIS PRE-INSPECTION AGREEMENT YOU SHOULD DISCUSS THEM WITH THE INSPECTOR PRIOR TO SIGNING THIS AGREEMENT.

The Client authorizes the above-identified service provider (FALCON HOME INSPECTIONS LLC), hereinafter referred to as "the Company", to provide the following inspection services at the above identified Subject Property, and agrees to pay the price stated to the Company for the performance of the inspection(s) and issuance of the inspection report(s).

———— **ONLY THOSE SERVICES CHECKED OFF WITH A WRITTEN PRICE WILL BE PROVIDED** ————

<input type="checkbox"/> WDI Inspection	\$	()	\$
<input type="checkbox"/>	\$	()	\$
<input type="checkbox"/>	\$	()	\$

The total fee for our service(s) is \$ _____ Payment is expected before or at the time of inspection. All expenses incurred in collecting any overdue payments or returned checks are the responsibility of the Client.

Payment is made by: Check No. Cash / Money Order No. Credit Card

REPORT DISTRIBUTION: The Client controls the distribution of all inspection reports and authorizes the Company to release copies of the report or summary to the following: CLIENT CLIENT'S Real Estate Agent CLIENT'S Attorney Other:

NOTE: IMPORTANT LIMITATIONS AND EXCLUSIONS OF THIS PRE-INSPECTION AGREEMENT ARE CONTAINED IN THE ATTACHED ADDENDUM ENTITLED *LIMITATIONS AND EXCLUSIONS OF THE WDI INSPECTION AND REPORT*. PLEASE THE READ THE ADDENDUM CAREFULLY. PLEASE FEEL FREE TO ASK ANY QUESTIONS. For all other services provided by the Company, if any, the terms and conditions of such services are contained in the additional attached Agreements and/or Addendums.

We certify that our inspectors have no interest, present or contemplated, in this property or its improvement and no involvement with trades people or benefits derived from any sales or improvements aside from HomeVue Real Estate, LLC.

I have read and agree to each of the terms, conditions, limitations and exclusions of this Pre-Inspection Agreement and the attached addendum(s).

Client's Signature: _____ Date: _____

Client's Name: _____
Please Print

Inspector's Signature: _____ Date: _____

Inspector's Name: _____
Please Print



NEW JERSEY HOME PRE-INSPECTION AGREEMENT
(PLEASE READ CAREFULLY)

LIMITATIONS AND EXCLUSIONS OF THE WDI INSPECTION AND REPORT

CLIENT AND COMPANY (Company is also defined to include any and all inspectors who perform the contracted-for inspections as an employee or independent contractor of the Company) agree to the following terms and conditions:

- 1. Client Attendance and Permission to Access Subject Property:** The Client acknowledges that Client and/or any authorized representative has been encouraged to attend and participate in the inspection and recognizes that failure to do so may result in less than a complete understanding of the findings. The Client further acknowledges that such participation is at the Client's own risk. The Client warrants that permission has been secured for the Company to enter and inspect the Subject Property.
- 2. Standards of Practice:** For the purposes of this agreement, the Client and the Company agree that the scope of the WDI inspection shall consist of the performance by the Company of a limited visual, functional, non-invasive inspection of the readily-accessible areas, as applicable to the Subject Property, including attics and crawlspaces which permit entry during the inspection. The inspection includes probing and/or sounding of unobstructed and accessible areas to determine the presence or absence of visual evidence of wood destroying insects. The Company is not responsible to repair any damage or treat any infestation at the Subject Property. The Client understands that wood destroying insect infestation and/or damage may exist in concealed or inaccessible areas. The Company cannot guarantee that any wood destroying insect infestation and/or damage disclosed by this inspection represents all of the wood destroying insect infestation and/or damage which may exist as of the date of the inspection. The Client and the Company agree that the Company, and its inspector(s), will prepare a written WDI Infestation Report utilizing Form NPMA-33 prepared by the National Pest Management Association. **For purposes of this inspection, wood destroying insects include: termites, carpenter ants, carpenter bees, and re-infesting wood boring beetles. This inspection does not include mold, mildew or non-insect wood destroying organisms.**
- 3. Inspection Exclusions:** The Company **IS NOT REQUIRED TO:** inspect any item that is concealed or not readily accessible to the inspector; move furniture, personal or stored items, equipment, plants, soil, snow, ice or debris; inspect items that have not been installed; inspect installed decorative items; lift floor coverings or move attached wall or ceiling coverings or panels; inspect recreational facilities; determine the presence or absence of any suspected hazardous substance including, but not limited to, latent surface and/or subsurface volatile organic compounds, PCBs, asbestos, urea formaldehyde insulation, toxins, carcinogens, diseases, mold, hazardous plants, illicit drugs or drug making equipment, lead paint, noise or contaminants in soil, water or air, or any other environmental hazard; use special instruments or testing devices; report on past or present violations of codes, ordinances or regulations; inspect any multi-unit housing common component or system; enter any building or area of a building that, in the opinion of the inspector, is dangerous to the safety of the inspector or others or that will result in damage to the Subject Property, its systems or components; perform a technically exhaustive inspection or to identify concealed conditions, latent defects or consequential damages. The Company **IS NOT REQUIRED TO DETERMINE:** the remaining life expectancy of any system or component; the strength, adequacy, effectiveness or efficiency of any system or component; the causes of any condition or deficiency; or methods, materials or costs of corrections.
- 4. BINDING ARBITRATION PROVISION. PLEASE READ CAREFULLY:** Any dispute, controversy, interpretation, or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Pre-Inspection Agreement or arising out of, from or related to the inspection or the report shall be submitted to final and binding arbitration as conducted by and according to the Rules and Procedures of Construction Dispute Resolution Services, LLC. The decision of the arbitrator appointed by Construction Dispute Resolution Services, LLC shall be final and binding and judgment on the decision may be entered in any Court of competent jurisdiction. **NOTICE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.**
- 5. Disclaimer of Warranty:** The Client understands that the inspection and report do not, in any way, constitute a guarantee, warranty of merchantability or fitness for a particular purpose, express or implied warranty, a home inspection or an insurance policy. Additionally, neither the inspection nor the report is a substitute for any real estate transfer disclosures that may be required by law. **This report shall be considered invalid for purposes of securing a mortgage and/or settlement of property transfer if not used within ninety (90) days from the date of inspection. This shall not be construed as a 90-day warranty. There is no warranty, express or implied, related to this report unless disclosed as required by state regulations or a written warranty or service agreement is attached.**
- 6. Notice of Claims:** The Client agrees that any claim for failure of the Company to fulfill its obligations under this Agreement shall be made in writing to the Company upon discovery. The Client also agrees to allow the Company ten (10) days to come to the Subject Property to inspect and evaluate any condition complained of by the Client to the Company and not to make, or allow others to make, any alteration to the claimed condition until the Company has had the opportunity to inspect and evaluate the claimed condition, except in case of emergency.
- 7. Choice of Law:** This Pre-Inspection Agreement shall be governed by New Jersey law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.



NEW JERSEY HOME PRE-INSPECTION AGREEMENT
(PLEASE READ CAREFULLY)

8. LIMITATION ON TIME TO BRING LEGAL ACTION. PLEASE READ CAREFULLY: Any legal action, dispute, controversy, interpretation, or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Pre-Inspection Agreement or arising out of, from or related to the inspection or the report must be brought within one (1) year from the date of the inspection, regardless of when the Client first discovers the facts supporting such possible claims as identified herein.

9. LIMITATION OF LIABILITY. PLEASE READ CAREFULLY: The Client understands and agrees that the Company is not an insurer and that the payment for the Inspection and Inspection Report is based solely on the value of the service provided by the Company in the performance of the limited visual inspection and production of the Inspection Report as described herein.

10. Systems & Components Not Inspected By Agreement: The Client and the Company agree that the following systems and/or components of the Subject Property are specifically excluded from the inspection at the request of the Client:

11. Responsibility for Return Inspections: The Client understands that if any systems and/or components of the Subject Property cannot be inspected due to unforeseen circumstances during the inspection it is the Client's duty to contact the Company should the Client desire the Company to return to the Subject Property at a later date or time to inspect those systems and/or components.

12. Entire Agreement: This Pre-Inspection Agreement and any subsequent report issued to the Client by the Company represent the entire agreement between the parties. No oral agreements, understandings, or representations shall change, modify or amend any part of this Agreement.

13. Client's Agreement & Understanding of Terms: By signing this Agreement, the undersigned Client agrees that he/she/they have read, understand, and agree to all of the terms and conditions on all pages of this Agreement, including the provisions for arbitration, and limitations and exclusions, and agree to pay the fee shown according to the terms above.

Client's Signature: _____ Date: _____

Client's Name: _____
Please Print

Inspector's Signature: _____ Date: _____

Inspector's Name: _____
Please Print