Client Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Inspection Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Inspection Date:\_\_\_\_\_\_\_\_\_\_\_ Time:\_\_\_\_\_\_\_\_

Inspector:\_\_\_\_\_\_\_Inspection Fee: $\_\_\_\_\_\_\_\_\_\_ Radon: $\_\_\_\_\_\_\_ Termite: $\_\_\_\_\_\_\_\_

**This is a legally binding contract. Please review this contract carefully before the inspection begins.**

This agreement specifies the terms and conditions between the client, the Inspector and ClearView Home Inspections, LLC for the inspection of the property indicated above. This agreement includes limitations on the scope of the inspection, remedies and liabilities. Please read it carefully. By signing below, the client acknowledges having read and understood this contract, and agrees to the terms and conditions set forth therein. Upon receiving the completed inspection report, the client agrees to review it in its entirety, and to promptly and without delay address any questions or concerns they may have to the service provider. It is strongly recommended that all suggested repairs and/or replacements noted herein be conducted prior to closing date, as that process may expose other concealed or pre-existing conditions unable to be noted within the original inspection report. This contract sets forth the entire rights and obligations of the parties and neither party may rely upon any representation unless set forth herein.

**CLIENT RESPONSIBILITY and PARTICIPATION**:

The client is responsible for making all necessary arrangements for the Inspector to access the property indicated above, through the selling party, and ensuring that all utilities are turned on, unless specifically noted, prior to the scheduled inspection. NOTE: Radon tests must be conducted under “closed house conditions”. Clients are encouraged to accompany the Inspector and participate in the inspection, although participation shall be at their own risk for falls, property damage, etc.

**STANDARDS of PRACTICE**:

All ClearView LLC inspections are performed under the standards of practice and ethics set forth by the NJ Home Inspection Advisory Committee and the American Society of Home Inspectors. Home Inspection refers to a comprehensive visual and non-invasive overview as defined by N. J. A. C. 13: 40-15.16 and is not meant to be an extensive or exhaustive detailed analysis, or any other interpretation, contrary to the New Jersey Administrative Code.

This Inspection is not a Code Inspection, (e.g., CABO One- and Two-Family Dwelling Code or BOCA Nation Building Code). No check is made for compliance to local home code performance. Such codes are normally guidelines applicable during construction and are normally guides applicable during construction to be executed by duly authorized personnel, to interpret and site as per their professional judgement. There are often wide variances in building codes between jurisdictions, changes made to them over time, and judgmental differences. Your Inspector is not an authorized code official. It is the client’s responsibility to check all non-professional (amateur) work done on the home listed above with local authorities, and the Inspector can offer no advice on engineering, architectural, geographical, structural work, or site or engineering analysis or other similar licensed work within the scope of this Inspection Report.

Similarly, your Inspector is not a lawyer. He can not advise you on whether the house or other structures on the property meet zoning or planning requirements within the jurisdiction where it is located. The client acknowledges that the Inspector shall not be relied on with respect to zoning or planning advice or compliance with respect to any aspect of the home, including, without limitation, height, setbacks, sewer, septic, well, or any other utility or element required by the jurisdiction in which the home is located. The client is advised to check all zoning and planning requirements of the site with the client’s lawyer.

**SCOPE of INSPECTION**:

The scope of the Home Inspection contracted herein will consist of the performance by the Inspector of a limited visual, non-invasive inspection of the readily accessible elements of the following components of the building and property: Structural Components; Exterior Components; Interior Components; Roofing System; Insulation & Ventilation System; Heating & Cooling Systems; Electrical System; Plumbing System; Fireplaces & Flues. Some items in the home are randomly sampled and checked within the scope of the standard inspection, and include the following: Electrical receptacles, switches and lights; Window and Door operation and Hardware; Cabinets and Countertops; Insulation depth; Masonry, mortar, paint and caulking; Roof covering materials.

The age of systems and their components are estimated, and their installations are not checked against manufacturers’ specifications. Only those utilities listed are presumed to exist, unless otherwise advised.

The client will subsequently receive a written report of the Inspector’s visual observations of the readily accessible features of the property. Your Inspector will provide observations of major components and systems where material defects are found, and will include recommendations to repair, replace or monitor said systems or components, or to obtain further examination and analysis by a qualified professional, tradesman or service technician without determining the methods, materials or cost of correction. ClearView LLC or its Inspectors will not offer an opinion as to the advisability or inadvisability of the purchase of the property being inspected, its value, or its potential future use. Nor will ClearView, LLC or its Inspectors offer an opinion as to the costs of repair or replacement of any element of the property.

**EXCLUSIONS and LIMITATIONS:**

The contracted inspection is limited to the readily accessible and visible major systems, components and equipment of the primary premises, and the findings of said inspection are meant to represent the conditions found only at the time of the inspection. Conditions beyond the scope of the inspection will not be identified. Clients requiring more extensive inspections, or a more detailed reporting requiring additional time spent at the site (i.e. – a comprehensive listing of non-major defects found, etc.) or requiring more specialized skills should arrange for those services separately. Clients accept and acknowledge that certain items will be randomly sampled, that hidden damages and conditions may exist, and that public records, codes, engineering, pest and environmental checks are beyond the scope of the standard visual inspection. Inspectors and inspection companies will not be able to identify issues that are out of view or concealed (e.g. – recently painted surfaces may conceal pre-existing conditions). The inspection work concerns the on-site physical property only. No checks are made for items such as: public records; traffic density; noise; odors; building value appraisal; zoning ordinance conformance; warranty or transfer disclosure; contracts; etc. Clients acknowledge that the inspection does not cover any off-site conditions on adjacent properties, and does not check any registries of any kind, including, without limitation, registries that address sex-offenders or environmental violations.

The client understands and agrees that a licensed specialist of the client’s choice should be hired to perform inspections of excluded systems and/or components. Items not inspected or included as part of this inspection report will include, but are not limited to: Sprinkler systems; Generators; Alarm systems; Central vacuum systems; Smoke and CO2 detector systems; Refrigerators; Intercoms; Wall and/or window mounted Air Conditioning units; Humidifiers and De-Humidifiers; any hidden or underground Piping; Private waste systems; Swimming pools, Spas and the equipment related thereto; Washers and Dryers; Underground oil tanks; Outside gas barbeques; Exterior and public areas maintained by Condo Associations.

We are unable to check for, or comment upon the following: Wire connections within unexposed locations; the inner workings of mechanical devices (heat exchangers, etc.); mechanical system performance during adverse weather conditions; intermittent occurrences of atypical systems performance; small chimney flue line cracks/breaks; the presence of pests/chemicals present without obvious evidence of same; leakage or seepage of water occurring intermittently or during unusual weather; an assessment of the accuracy of thermostats or timers on or across a range of times; any equipment or system secured against use, drained or tagged as such; detect, identify or disclose the presence of environmental hazards, water and/or air quality, toxic or allergenic substances including lead, mold, oil leaks; septic tanks; the quality of well water; the presence of asbestos, or any biological contaminant condition that may be present.

We are not at liberty to: perform any destructive or disruptive testing or assessments; move appliances, clothing, furniture or delicate or personal items that may be present; lift carpeting, remove ceiling tiles, insulation, vapor barriers, etc.; check the mechanical operation of mechanical equipment during inappropriate weather.

Inspectors will not inspect or access any area that, in the opinion of, and at the sole discretion of the Inspector, poses a threat to safety: slippery or steep roofs are not walked upon; attics that do not provide safe footing are not traversed; suspicious equipment is not operated, etc.

**WEATHER RESTRICTIONS**:

Weather can and will have an impact on the inspection, usually with a mix of plusses and minuses. Unusually cold temperatures present challenges to heating systems and completely prevents the operation of air conditioning equipment (it is against standard practice to attempt the operation of air conditioning at or below an outdoor ambient air temperature of 65F). Hot temperatures can do the opposite. Rainy weather can make it easier to find the source of leaking roofs and basements. The presence of accumulated snow can obscure roofing, driveways, and other surfaces. We cannot return to check the property in alternative weather conditions without arrangements being made prior to the closing and for an additional fee.

**LIMITS of LIABILITY**:

The client acknowledges that there are risks inherent in purchasing a property. While ordering a Home Inspection can help to reduce those risks, they cannot be entirely eliminated. The client understands that this inspection cannot accurately and completely assess all risks, detect all flaws, predict future occurrences, or make assurances regarding the same. It is recommended that all suggested repairs or replacements be conducted prior to closing, as this might expose concealed conditions previously undetectable. The client understands that a home inspection is not a warranty, guarantee or insurance policy, and accepts that the work performed is not a substitute for a final pre-settlement walk-through for which the client is responsible, since damages, mechanical failures and symptoms, clues, etc., may appear after this work is performed and before the legal transfer of the ownership of the property. The client waives all claims against the Inspector and ClearView LLC in the absence of diligently performing a pre-settlement walk-through and for lack of more extensive investigation by a specialist of any problems noted. ClearView LLC and its employees assume no responsibility or liability for bodily injury or fatality caused by any of the inspected property’s components, conditions, or their effects, regardless of the cause. No claim or legal action, including those alleging negligence, may be commenced against ClearView LLC after one (1) year from the date of the inspection. Consequently, ClearView LLC’s liability for any client post-inspection claims, including those alleging error, omission, negligence or bodily injury, is limited to one thousand dollars ($1,000). Upon close of title, the client is advised to obtain adequate general liability to cover any potential concerns.

**DISPUTE RESOLUTION**:

In the event of a dispute, the parties agree to submit all disputes to mediation with a third-party mediator agreeable to both sides, and knowledgeable about the home inspection industry, and the standards of practice applicable to it. Both sides will equally bear the costs incurred for the mediator and the mediation process. The initial mediation will occur at the subject property, at the office of the mediator, or such other location as may be otherwise agreed to by the parties. If mediation is unsuccessful, an action may be instituted in the Superior Court of New Jersey, Bergen County. The parties consent to New Jersey being the choice of Law, and Bergen County being the forum for any dispute, and any claim must be brought in said Court and venue. The generally accepted standards for home inspection work, which control this inspection, are those set forth at N.J.A.C. ~13:40-15-16 of the New Jersey Administrative Code. It is a condition precedent to any claim or mediation that ClearView LLC will be notified of the potential claim and be afforded an opportunity to inspect the subject matter of the potential claim.

If the client makes a claim against the Inspector or company for any alleged error, omission or other act arising out of this work, the Inspector must be given the opportunity to assess the condition of the property, relative to the state and conditions existing at the time of the inspection, prior to the commencement of any repairs or dismantlement of any area of the property. If the client makes a claim against the Inspector or company for any alleged error, omission or other act arising out of the work and fails to prove such claim, the client will pay all attorney fees, mediator fees, legal expenses and costs incurred by the Inspector or company in the defense of said claim.

**DISCLOSURE**:

The client requests that this inspection, and the report generated therefrom, is for their confidential and exclusive use only. The client authorizes the disclosure of information within this report to the buyer’s agent, attorney, lender, or other parties intimate to this transaction for the purpose of clarification and facilitation of repairs. No part of the inspection report may be used for any other purposes without the prior written consent of the inspector, or ClearView Home Inspections LLC.

No one other that the contract parties to this agreement, their attorney, and agent, may rely upon the report issued as a result thereof for any purpose. It may not be assigned without the written consent of ClearView Home Inspections, LLC, which consent may be withheld for any purpose. Upon release of this report, the client promises to indemnify and hold harmless the Inspector and the company for any damages claimed by others as a result of the misuse or attempted transfer without permission of the report.

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**I agree to pay the charge specified in full at the time of the inspection. I acknowledge that this agreement has been read and understood by me, and executed prior to the start of the inspection.**

I have read, understand and agree to be bound by the terms and conditions of this contract, or have renegotiated them to my satisfaction, in writing, prior to commencement of the service. I am aware that this is a contract between client(s), the Inspector, ClearView LLC, and the client signs this form of his/her own free will. In the event of any refund or reimbursement to the client, such refund or reimbursement shall be accepted by the undersigned as full and final settlement of all claims and causes of action, against the Inspector and ClearView LLC as agreed herein. Acceptance of this report constitutes acceptance of all contractual terms contained herein.

Client’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

With this one signature I bind spouses, contract purchasers, agents and attorneys for purchaser on this transaction.

Fee for services rendered:\_\_\_\_\_\_\_\_ Received by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_

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 Items to be re-inspected at a later date due to unforeseen circumstances:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Fee for Reinspection:\_\_\_\_\_\_\_\_\_\_\_ Accepted By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_

The client agrees to secure access to the property for the re-inspection and will confirm the date for the re-inspection in writing. The re-inspection is limited only to the items set forth above.