



Front Porch Solutions, LLC 10 Green Street, Unit 4-107 Woodbridge, NJ 07095 (732) 636-1188

PRE-INSPECTION AGREEMENT

File # 020724JM1

Subject Property to be Inspected: 12 Howell Lane, Somerset , NJ 08873

(outbuildings excluded unless otherwise ordered and paid for)

Inspection Date: February 7th, 2024

Inspection Time: 9:00AM

Client(s) Name: Allison Scully

Client(s) Present Address: 10 Dutchess Lane

Madison, New Jersey 07940

Inspected By: Jason Mitchell, NJ Home Inspector Lic. No. 24GI00056400

PLEASE READ THIS DOCUMENT AND ATTACHED ADDENDUM(S) CAREFULLY. IT CONTAINS PROVISIONS THAT LIMIT CERTAIN OF 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 (Front Porch Solutions, LLC dba HomeSpect), 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). Please Note: This Pre-Inspection Agreement and any attached Addendums must be signed by the Client(s) before the start of the inspection(s) in accordance with the provisions of The New Jersey Administrative Code, N.J.A.C. §13:40-15.15,

\_\_\_\_\_ ONLY THOSE SERVICES INDICATED BELOW WITH A WRITTEN PRICE WILL BE PROVIDED \_\_\_\_\_

Home Inspection(as defined by N.J.A.C. §13:40-15.16):	\$565.00
WDI (with Home Inspection):	\$125.00
Radon Test (with Home Inspection):	\$125.00

The total fee for our service(s) is \$ \$815.00. Payment is expected prior to or at the time of inspection. The Company will notify you of the exact fee balance, if any, after the inspection. Any amounts must be remitted at that time. All expenses incurred in collecting any overdue payments or returned checks are the responsibility of the Client. There is a \$55 service charge for returned checks. A finance charge of eight percent (8%) per month, twenty percent (20%) per year, will apply to all obligations not paid pursuant to the terms contained herein.

NOTE: IMPORTANT LIMITATIONS AND EXCLUSIONS OF THIS PRE-INSPECTION AGREEMENT ARE CONTAINED IN THE ATTACHED ADDENDUM ENTITLED LIMITATIONS AND EXCLUSIONS OF THE HOME 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.

I / WE 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: Allison Scully

Date:

LIMITATIONS AND EXCLUSIONS OF THE HOME 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 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 for falls, injuries, property damage, etc. The Client warrants that permission has been secured for the Company to enter and inspect the Property.
2. Standards of Practice: The Company agrees to perform a limited visual inspection of the systems and components included in the inspection as they exist at the time of the inspection and for which a fee has been agreed upon. Home Inspectors, including the Company, are governed by the rules in the New Jersey Administrative Code contained at N.J.A.C. §13:40-15 and the licensee shall comply with these rules. Failure to comply with these rules may subject the licensee to discipline. The inspection is limited by the limitations, exceptions and exclusions as contained in the Standards of Practice, N.J.A.C. §13:40-15.16, and this Pre-Inspection Agreement.
3. Definitions and Purpose of the Inspection: A home inspection is a limited visual, functional, non-invasive inspection, conducted for a fee or any other consideration, and performed without moving personal property, furniture, equipment, plants, soil, snow, ice or debris, using the mandatory equipment and including the preparation of a home inspection report of the accessible elements of the following systems and components of a residential building: structural, exterior, roofing, plumbing, electrical, heating, cooling, interior, insulation and ventilation, fireplaces and solid fuel burning appliances, as described more fully in N.J.A.C. §13:40-15.16(c), but excluding recreational facilities and outbuildings other than garages or carports. The purpose of the home inspection is to identify and report on material defects found in those systems and components. 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, stylistic, cosmetic, or aesthetic aspects of the system, structure or component. Accessible means available for visual inspection without requiring the moving of personal property, dismantling, destructive measures, or any action which will likely involve risk to persons or property.
4. Inspection Report: The Client and the Company agree the Company, and its inspector(s), will prepare a written Home Inspection Report which shall: Disclose those systems and components which are/were designated for inspection pursuant to N.J.A.C. §13:40-15.16 and are/were present in the above identified Subject Property at the time of the inspection, as well as those systems and components which are/were present at the time of the inspection but are/were not inspected and the reason(s) they were not inspected; B. Describe the systems and components as defined in N.J.A.C. §13:40-15.16; C. State and identify what material defects were found in the aforescribed systems and components; D. State the significance of the findings; and E. Provide recommendations regarding the need

to repair, replace and/or monitor a system and/or component, or obtain examination and analysis by a qualified professional, tradesperson and/or service technician.

5. Inspection Exclusions: The following are services and/or procedures that ARE NOT INCLUDED as part of the inspection:

5A. Statutory Exclusions: The following exclusions must be stated in this Pre-Inspection Agreement pursuant to N.J.A.C. §13:40-15.15(a)3. Pursuant to N.J.A.C. §13:40-15.16(b), the Company IS NOT REQUIRED TO: 1. 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; 2. 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; 3. Enter any area which does not have at least 24 inches of unobstructed vertical clearance and at least 30 inches of unobstructed horizontal clearance; 4. Identify concealed conditions and latent defects; 5. Determine life expectancy of any system or component, condition and/or operation of any appliance where connecting piping, wiring and/or components are not readily accessible and visible; 6. Determine the cause of any condition or deficiency; 7. Determine future conditions that may occur including the failure of systems and components including consequential damage; 8. Determine the operating costs of systems or components; 9. Determine the suitability of the property for any specialized use; 10. Determine compliance with codes, regulations and/or ordinances; 11. Determine market value of the property or its marketability; 12. Determine advisability of purchase of the property; 13. Determine the presence of any potentially hazardous plants, animals or diseases or the presence of any suspected hazardous substances or adverse conditions such as mold, fungus, toxins, carcinogens, noise, and contaminants in soil, water, and air; 14. Determine the effectiveness of any system installed or method utilized to control or remove suspected hazardous substances; 15. Operate any system or component which is shut down or otherwise inoperable; 16. Operate any system or component which does not respond to normal operating controls; 17. Operate shut-off valves; 18. Determine whether water supply and waste disposal systems are public or private; 19. Insert any tool, probe or testing device inside electrical panels; 20. Dismantle any electrical device or control other than to remove the covers of main and sub panels; 21. Walk on unfloored sections of attics; and 22. Light pilot flames or ignite or extinguish fires.

5B. Controlled Dangerous Substances Exclusion: The Client understands that this home inspection is not intended to discover or disclose whether any system or component of the Property has been affected by the illegal manufacture, distribution, storage, possession or sale of any controlled dangerous substances, including, but not limited to, methamphetamines, and including any and all chemicals, tools, household fixtures or appliances used to facilitate such illegal activities, and the Client further understands that the Company cannot determine whether any environmental hazards exist at the Property resulting from any activities related to any controlled dangerous substances.

5C. Environmental Hazard Exclusions: The Client specifically acknowledges that this home inspection is not an environmental survey and is not intended to detect, identify, disclose or report on the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. Such environmental concerns and hazards include, but are not limited to: asbestos, radon, lead, urea formaldehyde, mold, mildew, fungus, odors, noise, toxic or flammable chemicals, water or air quality, PCBs or other toxins, electromagnetic fields, underground storage tanks, proximity to toxic waste sites, carbon monoxide, the presence of or any hazards associated with the use or placement of Chinese drywall at the Property, or any other environmental or health hazards, unless otherwise agreed to and an additional fee paid.

6. 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 the New Jersey Consumer Fraud Act, N.J.S.A. §56:8-1 through §56:8-20, 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 Inspection Report shall be submitted to final and binding arbitration under the Rules and Procedures of the American Arbitration Association. The decision of the Arbitrator appointed by the American Arbitration Association 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.

7. Disclaimer of Warranty: The Client understands that the Inspection and Inspection Report do not, in any way, constitute a guarantee, warranty of merchantability or fitness for a particular purpose, express or implied warranty, or an insurance policy. Additionally, neither the Inspection nor Inspection Report is a substitute for any real estate transfer disclosures that may be required by law.

8. 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 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.

9. 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.

10. 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. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever. This Inspection is being performed for the exclusive use and benefit of the Client. The Inspection, including the written Report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

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

---

---

12. Responsibility for Return Inspections: The Client understands that if any systems and/or components of the Property cannot be inspected due to unforeseen circumstances during the initial Inspection it is the Client's duty to contact the Company should the Client desire the Company to return to the Property at a later date or time to inspect those systems and/or components. Any systems and/or components not inspected due to unforeseen circumstances will be identified in the Inspection Report. If Client desires the Company to return at a later date or time the Client hereby agrees that the Company will charge the Client an additional fee in the amount of \$250 per hour to conduct the desired return inspection.

13. LIMITATION ON TIME TO BRING LEGAL ACTION. PLEASE READ CAREFULLY: Any legal action, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of the New Jersey Consumer Fraud Act, N.J.S.A. §56:8-1 through §56:8-20, 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 Inspection 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. Failure to bring said action within one (1) year of the date of services shall be a complete bar to any such action a full and complete waiver of any rights, actions or causes of actions that may have arisen thereon. This time period may be shorter than otherwise provided by State law.

14. Client's Agreement & Understanding of Terms: By signing this Agreement, the undersigned Client(s) agree that he/she/I/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. The Client understands that the Client has a right to have an attorney of the Client's choice review this contract before signing it. The Client understands that if the Client does not agree with any of the terms, conditions, limitations and/or exclusions set forth in this contract, the Client is free not to sign and/or execute it. The Client understands that the Client may negotiate with and/or retain another company to perform the services contemplated by this contract. The Client further understands that, should the Client not agree to the terms and conditions set forth in this contract, the Client may negotiate with the Company for different terms and conditions.

Client's Signature: Date:

Allison Scully

## LIMITATIONS AND EXCLUSIONS OF THE RADON TESTING AND REPORT

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

1. Client Obligations and Permission to Access Property: The Client agrees to notify the occupants of the Property of the importance of proper testing conditions, including: that the radon test must be conducted for a minimum of 48 hours; that it is important to maintain closed-house conditions for at least 12 hours before the beginning of the test and during the entire test period; that if the house has an active radon-reduction system, the occupants make sure the vent fan is operating properly; that the occupants are permitted to operate the home's heating and cooling systems normally during the test period; and that the occupant cannot disturb the test device(s) at any time during the test. The Client understands that these issues can detrimentally affect the Company's ability to provide accurate testing results to the Client. The Client warrants that permission has been secured for the Company to enter and inspect the Property.
2. Standards of Practice: The Company agrees to perform a short-term radon test using a radon measurement device approved by the State of New Jersey which will be exposed to the air in the home at the Property for a specified period of time and then sent to a laboratory approved by The State of New Jersey for analysis following the testing procedures and protocols established by the laboratory and/or the State of New Jersey. The Company and/or the laboratory will provide the results of the radon measurement to the Client on a form approved by The State of New Jersey. The Client understands that the results of the radon test are based on the conditions existing when the test was performed and that test results could be different due to changes in the weather, barometric pressure, living conditions or other unforeseen factors or conditions beyond the control of the Company. If a more accurate test is desired, the Client should consider long-term testing. This type of test is not practical during a routine real estate transaction.
3. 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 consumer protection statute, 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 Radon Test or test report shall be submitted to final and binding arbitration under the Rules and Procedures of the American Arbitration Association. The decision of the Arbitrator appointed by the American Arbitration Association 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.
4. Disclaimer of Warranty: The Client understands that the Radon Test and Radon Report do not, in any way, constitute a guarantee, warranty of merchantability or fitness for a particular purpose, express or implied warranty, or an insurance policy. Additionally, neither the Radon Test nor Radon Report is a substitute for any real estate transfer disclosures that may be required by law.
5. 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 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.
6. 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.
7. 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. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever. This Inspection is being

performed for the exclusive use and benefit of the Client. The Inspection, including the written Report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

8. LIMITATION ON TIME TO BRING LEGAL ACTION. PLEASE READ CAREFULLY: Any legal action, 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 consumer protection statute, 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 Radon Test or Radon Report must be brought within one (1) year from the date of the Radon Test, regardless of when the Client first discovers the facts supporting such possible claims as identified herein. Failure to bring said action within one (1) year of the date of services shall be a complete bar to any such action a full and complete waiver of any rights, actions or causes of actions that may have arisen thereon. This time period may be shorter than otherwise provided by State law.
  
9. Client's Agreement & Understanding of Terms: By signing this Agreement, the undersigned Client(s) agree 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. The Client understands that the Client has a right to have an attorney of the Client's choice review this contract before signing it. The Client understands that if the Client does not agree with any of the terms, conditions, limitations and/or exclusions set forth in this contract, the Client is free not to sign and/or execute it. The Client understands that the Client may negotiate with and/or retain another company to perform the services contemplated by this contract. The Client further understands that, should the Client not agree to the terms and conditions set forth in this contract, the Client may negotiate with the Company for different terms and conditions.

Understanding and acceptance of this agreement is hereby acknowledged this date: February 7th, 2024.

Allison Scully  
10 Dutchess Lane  
Madison, New Jersey 07940

Signature:

Date:

Allison Scully

Jason P. Mitchell, Managing Member - HomeSpect  
NJ DEP Radon Measurement Technician Certification Nbr. MET11820

#### LIMITATIONS AND EXCLUSIONS OF THE WOOD DESTROYING INSECT (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 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 complete understanding of the findings. Client further acknowledges that such participation is at the Client's own risk for falls, injuries, property damage, etc. The Client warrants that permission has been secured for the Company to enter and inspect the 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 the 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 following are services and/or procedures that ARE NOT INCLUDED as part of the WDI Inspection. The Company IS NOT REQUIRED TO: a. observe any item that is concealed or not readily accessible to the home inspector, move furniture, personal or stored items, lift floor coverings, move attached wall or ceiling coverings or panels, or perform any test or procedure which could damage or destroy the item being evaluated; b. observe recreational facilities; c. 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, air quality, wet lands or any other environmental hazard; d. use special instruments or testing devices; e. report on real property, geological, environmental or hazardous waste conditions, manufacturer recalls or conformance of proper manufacturer installation of any component or system, or information contained in Consumer Protection Bulletins, and are not required to report on past or present violations of codes, ordinances or regulations; f. provide an inspection of any condominium common component or system, or to evaluate condominium reserve accounts; g. enter any residential building or area of the 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 Property, its systems or components; h. enter any area or perform any procedure which, in the opinion of the inspector, may damage the Property or its components; i. perform a technically exhaustive inspection or to identify concealed conditions, latent defects or consequential damages. The WDI Inspection IS NOT REQUIRED TO DETERMINE: a. conditions of systems or components that are not readily accessible; b. the remaining life expectancy of any system or component; c. the strength, adequacy, effectiveness or efficiency of any system or component; d. the causes of any condition or deficiency; e. the methods, materials or costs of corrections; f. the future condition of a system or component including, but not limited to, the failure of the system and/or components; g. the suitability of the Property for any specialized use; h. the advisability of purchase of the Property; i. the presence of potentially hazardous plants or animals including, but not limited to, diseases harmful to humans including molds or mold-like substances; j. the presence of any environmental hazard including, but not limited to, toxins, carcinogens, noise, and contaminants in soil, water and air; k. the effectiveness of any system installed or method utilized to control or remove suspected hazardous substances; l. operating costs of systems or components; m. acoustical properties of any system or component; and n. soil conditions related to geo-technical or hydrologic specialties. The WDI Inspector IS NOT REQUIRED TO OBSERVE: a. concealed spaces or components or underground items; b. items that have not been installed; c. installed decorative items; d. items that are not entered in accordance with the provisions of this Pre-Inspection Agreement; and e. detached structures other than garages and carports. The Client understands and agrees that the Company SHALL NOT BE REQUIRED TO MOVE: a. personal property; b. furniture; c. equipment; d. plants; e. soil; f. snow; g. ice; or h. debris.
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 consumer protection statute, 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 WDI Inspection or WDI Report shall be submitted to final and binding arbitration under the Rules and Procedures of the American Arbitration Association. The decision of the Arbitrator appointed by the American Arbitration Association 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 WDI Inspection and WDI Inspection 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 as defined by *N.J.A.C. 13:40-15.2*, or an insurance policy. Additionally, neither the WDI Inspection nor the WDI Inspection 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 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.

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

---

---

9. Responsibility for Return Inspections: The Client understands that if any systems and/or components of the Property cannot be inspected due to unforeseen circumstances during the initial Inspection it is the Client's duty to contact the Company should the Client desire the Company to return to the Property at a later date or time to inspect those systems and/or components. Any systems and/or components not inspected due to unforeseen circumstances will be identified in the Inspection Report. If the Client desires the Company to return at a later date or time the Client hereby agrees that the Company will charge the Client an additional fee in the amount of \$250 per hour to conduct the desired return inspection.

10. 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. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever. This Inspection is being performed for the exclusive use and benefit of the Client. The Inspection, including the written Report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

11. LIMITATION ON TIME TO BRING LEGAL ACTION. PLEASE READ CAREFULLY: Any legal action, 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 consumer protection statute, 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 WDI Inspection or WDI Report must be brought within one (1) year from the date of the WDI Inspection, regardless of when the Client first discovers the facts supporting such possible claims as identified herein. Failure to bring said action within one (1) year of the date of services shall be a complete bar to any such action a full and complete waiver of any rights, actions or causes of actions that may have arisen thereon. This time period may be shorter than otherwise provided by State law.

12. Client's Agreement & Understanding of Terms: By signing this Agreement, the undersigned Client(s) agree that he/she/I/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. The Client understands that the Client has a right to have an attorney of the Client's choice review this contract before signing it. The Client understands that if the Client does not agree with any of the terms, conditions, limitations and/or exclusions set forth in this contract, the Client is free not to sign and/or execute it. The Client understands that the Client may negotiate with and/or retain another company to perform the services contemplated by this contract. The Client further understands that, should the Client not agree to the terms and conditions set forth in this contract, the Client may negotiate with the Company for different terms and conditions.



Client's Signature: Date:

Allison Scully