

AGREEMENT. Version 1.0.
Date: _____



**JM Property Inspections
t/a body & jewels, LLC
P. O. Box 1697
Laurel Springs, NJ 08021
Tele. (609) 841-9507
John@JMpropertyinspections.com**

JM Property Inspections, LLC. Home Inspection Agreement

TERMS, LIMITATIONS and EXCLUSIONS

_____(“Customer”) and John Muffi, Inc. (“Company”) agree to the following terms, limitations and exclusions:

1. Customer understands and agrees that the Company and its inspectors’ shall be guided by the New Jersey Home Inspection Professional Licensing Act (“**NJ HIPLA**”) and the Standards of Practice of the American Society of Home Inspectors (“**ASHI Standards**”) or National Association of Home Inspection (“**NAHI Standards**”) in performing the inspection and preparing the inspection report.
2. Company will perform a visual, functional, non-invasive inspection only of conditions existing at the time of the inspection of the subject property and provide Customer with a written inspection report identifying “**Material defects.**” “**Material defects**” is defined as follows: “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.
3. Customer understands and agrees that the Company cannot and does not probe, bore, pry or poke or otherwise invade any physical structure. Company cannot and does not look behind drywall, paneling, wall papering, under carpeting or other floor coverings, above dropped ceilings, or other areas which may be blocked by furniture, personal items, structures, equipment, plans, soil, snow, ice or debris. Inaccessible, non-visible, difficult to reach, latent or concealed defects or problems are excluded from the inspection and inspection report.
4. Customer understands and agrees that pursuant to the **NJ HIPLA** and/or the **ASHI** and/or the **NAHI Standards**, the following are specifically excluded from this Inspection Agreement and the inspection report: **structures detached from the subject property, damage from or the presence or absence of rodents or wood destroying insects or other insects, Radon gas, lead paint, molds, asbestos, underground tanks and wells, subterranean pilings, septic and other sewage disposals systems, pet urine and wastes, formaldehyde and other toxic pollutants or chemicals, water quality and adequacy, swimming pools, tennis courts, playground equipment, smoke alarms or other alarm equipment, central vacuum systems, interior of chimney or other flues and solar heating/cooling systems unless agreed to in writing signed by both Company and Customer. *Inspection of the foregoing should be undertaken by other specialists of the Customer’s choice and hire.***
5. Customer understands and agrees that all cost estimate ranges noted in the inspection report are derived solely from the experience of the home inspector. Estimates represent the inspector’s “best guess” based on visual, functional, non-invasive observations. It is highly recommended that more definitive repair estimates be obtained by the Customer from professional contractors who perform that type of repair.

6. Customer understands and agrees that any dispute, controversy, interpretation or claim, including claim(s) for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from, or related to this Inspection Agreement, the inspection report or the inspection shall be submitted to and settled by final and binding arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Arbitrators shall have good knowledge of the home inspection industry and at least one arbitrator shall be an active member in good standing of the American Society of Home Inspectors (“ASHI”) or the National Association of Home Inspectors (“NAHI”) with at least five years of experience. The decision of the Arbitrators appointed thereunder shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction.

7. Customer understands and agrees that if the Company or its employees, agents, subcontractors or officers (collectively “Company”) are found liable for any loss or damage due to negligence or the failure to perform the obligations in this Agreement, including the improper performance of the inspection or the report preparation on the subject property, Company’s maximum liability will be twice (2 times) the fee paid for the inspection and this liability will be exclusive. This limitation of liability specifically covers liability for: damaged property, loss of property use, lost profits, consequential damages, special damages, incidental damages, and government fines and charges. Company’s inspection and the inspection report are in no way to be considered a warranty, expressed or implied, on the present or future condition of the subject property and all warranties are expressly excluded by this agreement.

8. Customer understands and agrees that this Inspection Agreement and inspection report are intended only for the Customers benefit. Therefore the Customer agrees to protect, indemnify, defend and release the Company and its employees, agents and subcontractors from liability against all third party claims or losses (including costs and reasonable attorney’s fees) brought against the Company which relate to this Inspection Agreement, the inspection or the inspection report. This indemnification covers without limitation, claims brought by any person or entity not a party to this Inspection Agreement, claims brought by Customer’s insurance company, real estate agents or brokers, claims brought by the sellers of the subject property, including cross-claims for contribution and indemnification. It also includes claims arising under contract, warranty or negligence.

9. The customer must initiate any claim against the Company within one year after the date the home inspection report is delivered to the Customer or the Customer’s agent pursuant to paragraph 6 of this agreement.

10. This Agreement represents the entire agreement between the Company and the Customer. This Inspection Agreement inures to the benefit of, and is enforceable by, the Company’s employees, agents and assigns.

11. If any provision of this Agreement is found to be invalid or unenforceable, such a finding shall not affect any other part of the Inspection Agreement. All invalid provisions shall be severed.

12. The person signing this Inspection Agreement warrants and represents to the Company that he/she/it is expressly authorized to sign this Inspection Agreement by the other spouse or any other principals involved.

13. Unless otherwise specifically requested, Company shall only distribute the inspection report to the Customer or the Customer’s agent.

14. Customer agrees and understands that no inspection report will be released to the Customer until full payment and the signed Inspection Agreement have been received by the Company.

15. Customer is encouraged to attend the Home Inspection and bring any particular concerns to the Inspector's attention. Customer and any other members of their party attending the Home Inspection do so at their own risk. The home inspection company has no liability for personal injury, property damage or any consequential damage caused by the customer or the members of their party's participation in the Home Inspection.

16. The home inspection is a general overview of the dwelling; it does not make any claim as to the condition and/or value of the real estate property. This inspection is not a code compliant or code violation inspection.

A Pre-Settlement Walk-Thru inspection is required to be performed by the buyer prior to closing, typically the day of closing. Circumstances and conditions may have furniture and personal items limit access and visibility, but have now been removed. It is recommended to retest all built-in appliances, operate and test all water supplies and drains and make observations as to any damage or water penetrations that may not have been evident at the time of the home inspection. Any evidence of moisture should be followed by Mold Testing by a qualified contractor. Issues/concerns must be addressed with the seller, prior to closing.

I have read and agree to the terms, limitations, and exclusions found on both pages of this Inspection Agreement, including without limitation, the limitation of liability and the indemnification set forth in paragraphs 7, 8, 9 and 14 of this Inspection Agreement. I understand that if I do not agree with the terms, limitations and exclusions of this Inspection Agreement, I do not have to sign this Inspection Agreement and I have the right to hire another company to perform the Inspection.

This is an agreement between the Customer below and JM Property Inspections trading as Body and Jewels LLC, LLC. to provide a home inspection service at the subject property.

Subject Property to be Inspected: _____

Date and Time of Home Inspection: _____

Customer: _____

Customer's Address: _____

Company: JM Property Inspections llc d/b/a Body & Jewels llc

The fee for the Home Inspection: _____

Customer's Signature

Inspector's Signature

Date

How did you hear of our service? _____

AGREEMENT Version 2.0

Date: _____

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JM Property Inspections Home Inspection Addendum Agreement

Permission to Distribute the Inspection Report
Important Client Contract information

A. The customer understands that this document will authorize the home inspector (JM Property Inspections) to either distribute or not distribute the report to anyone either listed or not listed in this document

Distribute to: _____

Do Not Distribute to anyone except the customer (client) initial: x _____

B. The customer understands that they have ten day's to let the inspector know if he or she has missed anything in the visual inspection of the property being inspected.

C. The customer understands and agrees that the company and its inspectors' shall be guided by the NJ HIPLA, ASHI STANDARDS, NACHI STANDARDS and the NJAC (NJ Administrative Code) 13:40-15 and 13:40-15&16 in performing the inspection and preparing the report.

D. The customer understands and agrees that any dispute, controversy, interpretation or claim(s) for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from, or related to this Inspection Agreement, the customer (client) will pay for all expenses related to, and attributed to (but not limited to) the case in the event that they (client) loose the courts decision.

E. The customer understands and agrees that in addition to the prior exclusions, Indoor Air Quality should be specifically added to the list of exclusions since the NJAC, ASHE, and NACHI do not require the inspector to perform Air Quality Inspections.

F. This Addendum Agreement between the Customer below and JM Property Inspections is to provide a home inspection service at the subject property.

Subject Property to be Inspected: _____

Customer's Signature

Inspector's Signature

Date

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IMPORTANT CLIENT CONTRACT INFORMATION

Home Inspections in New Jersey are regulated by the New Jersey Home Inspection Professional Licensing Act (“NJ HIPLA”). The following information is provided pursuant to the law.

Home Inspections are governed by the New Jersey Administrative Code contained at N.J.A.C. 13:40-15 and that the licensee shall comply with these rules and failure to comply with the rules may subject the licensee to discipline.

Home Inspection definition: A home inspection means a 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 readily-accessible elements of the following components of a residential building: structural components, exterior components, roofing system, plumbing system, electrical system, heating system, cooling system, interior components, insulation components and ventilation system, fireplaces and solid fuel burning appliances, or any other related residential housing component as determined by the Board, in consultation with the Committee, by rule, but excluding recreational facilities and outbuildings other than garages or carports.

Scope of the Home Inspection: All of JM Property Inspection L.L.C.’s home inspections will include a visual examination and written report on the following elements: structure, exterior, roofing, plumbing, electrical, heating, cooling, interior, insulation, ventilation, fireplaces and solid fuel burning appliances. Mechanical systems and fixed appliances will be tested for basic operation. If for any reason an element cannot be inspected, it will be so noted in the report.

Unless otherwise contracted for, the following are NOT covered in the home inspection: Radon testing, water testing, underground tanks and wells, wood destroying insects, septic systems, swimming pools and spas, alarm systems, air and water quality, tennis courts and playground equipment, pollutants, toxic chemicals and environmental hazards. In addition, the interior of chimney flues will not be included.

The following additional inspection(s) as defined in N.J.A.C. 13:40-15.2 for which the Customer is charged an additional fee(s) of \$ _____, which are not part of the home inspection but may be performed are as follows: _____.

The Company will _____ will not _____ return at a later date to inspect any systems or components which are not inspected because of unforeseen circumstances at the initial home inspection and an additional fee of \$ **150.00** will be charged for such subsequent inspection.

Only if re inspection is requested there would be a \$150 fee

Costs of repairs: All costs estimate ranges noted in the report are derived solely from the experience of the individual home inspector. They represent the inspector’s “best guess” based on visual, non-invasive observations. It is highly recommended that more definitive repair estimates be obtained from professional contractors who perform that type of repair.

Client Signature _____ Date _____