

## Foresight -Flemington

84 Park Ave. P.O. Box 762, Flemington, NJ 08822

(908) 788-7551- fax (908) 788-5337

CLIENT:

Member of the **Foresight Engineering Network**

Email: Foresightengineering@earthlink.net

Reference No. \_\_\_\_\_ Date/Time \_\_\_\_\_

Location: \_\_\_\_\_

Home Inspector: Norman Rathborne Lic #24GI00041300

The inspection(s) are performed only in accordance with this written contract, mutually agreed to and signed by the parties. Read the preprinted Agreement. Take all the time you need. Sign if you agree to its terms, but:

- Feel free to contact or speak to the Inspector about any of the terms you wish. An explanation can be provided, or changes can be negotiated with us. More exhaustive evaluations can also be arranged at additional expense.
- You are under no obligation to accept FORESIGHT's services, and you must affirmatively agree to do so

The parties, NKR Associates INC., dba FORESIGHT ENGINEERING hereinafter referred to as FORESIGHT, and CLIENT agree that FORESIGHT will conduct the requested home inspection and/or other services, as listed below, and submit the report(s) or certification(s) within the following scope, limitations, and terms: I understand the fee for the Home inspection services includes up to 2 hours of inspection activities by an inspector. Any additional time required for inspections or desired by client will be billed at \$100.00 per half hour payable at the time of inspection

1. The evaluation(s) and report(s) are performed and prepared for the sole and exclusive use of the CLIENT and his below designated representatives only. CLIENT agrees that any Radon test results obtained at his request may be provided to these parties and to the present owner of the building. All reports and certifications are strictly non-transferable without the prior written permission of FORESIGHT. CLIENT is responsible for advising FORESIGHT of all the relevant time contingencies, and agrees to accept a reasonable period of time for the preparation and receipt of reports. CLIENT agrees that payment for services is due at time of inspection, and that reports will be sent out only after payment is received. CLIENT hereby represents and warrants that all approvals necessary have been secured for company's entrance to the property.

2. If there is more than one client, or client is a business entity, CLIENT represents himself to have the actual authority to sign for the other clients or entities as well as him/herself. Should any buyer or entity disclaim authority of CONTRACT signer to act as agent of any or all buyers, then the signer of CONTRACT herein indemnifies FORESIGHT for all costs, damages, judgments, and expenses incurred by FORESIGHT, including attorneys fees, regarding claims against FORESIGHT made by buyer or entity that relies on REPORT or other representation or conduct of FORESIGHT or agents thereof. CLIENT shall indemnify, defend, and hold harmless FORESIGHT against any and all third party claims arising out of, or in any way related to, performance of FORESIGHT, or REPORTS including any judgments and attorneys fees incurred by FORESIGHT to defend against such claims.

3. The parties agree that the standards described in N.J.A.C. 13:40-15 shall fully define the duty of FORESIGHT, and the standard of care to be exercised by FORESIGHT, and the conditions, limitations, and exclusions of the home inspection. CLIENT may review a copy of the Standards on request. These standards are not applicable to additional inspection services performed, where other standards or governmental regulations may apply. CLIENT understands and agrees that none of the evaluations are intended to be technically exhaustive. CLIENT further understands and agrees that the inspection services provided by FORESIGHT, other than specific engineering services, are not to be constructed as professional engineering services, nor shall FORESIGHT be held to any applicable standards or to the degree of care normally required by professional engineers on providing their services.

4. Licensed Home Inspectors are governed by the rules established in the New Jersey Administrative Code as contained at N.J.A.C. 13:40-15. The licensed Inspector shall comply with these rules. Failure to comply with the rules may subject the licensee to disciplinary measures.

5. The home inspection is a visual, functional, non-invasive inspection conducted 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 New Jersey State Board of Professional Engineers and Land Surveyors. Inspector is not required to identify concealed conditions and latent defects, to identify the cause of any condition or deficiency, nor to determine the life expectancy of any system or component. All utilities and pilot lights must be on and all equipment operational so that the total evaluation can be completed. CLIENT assumes the responsibility to prepare any equipment for evaluation. Air conditioners will not be evaluated if outside temperature is below 65 degrees F since this might cause damage to the units. FORESIGHT cannot offer an opinion on equipment or systems inoperable at inspection due to turned off utilities, or which do not respond to normal operating controls. Unless easily accessible and floored, the attic will be inspected from the access point. Crawlspace are inspected from the point of access, unless there is sufficient room to permit mobility (at least 24 inches of unobstructed vertical clearance and at least 30 inches of unobstructed horizontal clearance) and the interior is reasonably clean, dry. Roofs and chimneys are regularly inspected from the ground due to potential roof damage and personnel safety considerations. The inspector is not required to perform and procedure or enter any area which, in his/her opinion, is unsafe to him/herself or others, or is likely to result in damage to the property, its systems, or components.

6. Systems, materials, organisms, and conditions which are not within the scope of the home inspection include, but are not limited to: lead paint; asbestos; underground tanks; electromagnetic radiation; pest infestation other than as included in the optional Wood Destroying Insect Inspection; security systems; fire or smoke detectors; central vacuum systems; solar heating equipment; systems installed or methods utilized to control or remove suspected hazardous substances; shutters, screens, storm windows/doors; safety glazing; fences; geological and/or soil conditions; sea walls, break walls, bulkheads and docks, or erosion control and earth stabilization; garage door remote controls; antennae and satellite dishes; telephonic, intercom, or entertainment equipment or wiring; heating/ cooling supply adequacy or distribution balance; heating system and hot water heater automatic safety controls; humidifiers and electronic air filters; interiors of flues/chimneys; wells and well pumps, sprinkler systems, water conditioning equipment, shut-off valves, and determination of water supply quality/quantity, and if water supply/waste disposal systems are public or private; paint, wallpaper, carpeting/vinyl flooring and other finishes; window treatments; flammable materials; molds, fungi, toxins and carcinogens; noise; containments in soil, water, or air; any and all other environmental hazards. CLIENT understands that these systems, materials, organisms, and conditions are excluded from a home inspection by N.J.A.C. 13:40-15. Other exceptions are also included, and those detailed in this term of the agreement are not intended to comprise a comprehensive list of all exclusions. Any general or specific comments about excluded aspects of the property which might appear in the report are informational only and do not represent an inspection. Also, any maintenance or operational recommendations or suggestions are for informational purposes only, and are not part of the evaluations.

7. These evaluations are not to be construed as a guarantee, warranty, or insurance policy regarding the premises or systems or their fitness for any usual or specialized use, fitness for alteration, remodeling or revision, or fitness during natural disasters. Because the condition of the inspected property may be acceptable at the time of evaluation, and change thereafter, the evaluations cannot be construed as a guarantee, warranty, or insurance policy regarding the future condition, or covering the failure of systems and components including consequential damage, nor can the inspector determine the market value, marketability, or the advisability of purchasing the property.

8. These evaluations are no to be construed as a guarantee, warranty, or insurance policy or implication that the building meets all construction, plumbing, electrical, or zoning codes, regulations, or ordinances. Only local code enforcement officials authorized to do so can accurately render opinions with regard to such codes, regulations, or ordinances. Client should request that the seller have the property inspected by local officials and any outstanding violations cited

9. If any aspect(s) of the property cannot be inspected, a re-inspection will be arranged if requested by CLIENT. A fee of \$200 will be assessed for this unless the re-inspection is required by snow cover, in which case there will be no charge. All terms and limitations contained in this contract shall continue in effect for any re-inspections and subsequent reports or certifications concerning the subject property of this Agreement.

10. CLIENT guarantees FORESIGHT a right to examine any alleged defect, failure, or malfunction and offer a resolution prior to CLIENTS' performance of remedial measures. This condition is precedent to any claim which CLIENT may raise out of the performance of this Agreement.

11. The parties agree that FORESIGHT, its employees and agents, **assume no liability or responsibility** for the cost of repairing or replacing any defective or malfunctioning component, whether or not disclosed in the report(s) for any reason including negligence, either current or arising in the future, or for and property damage, consequential damage, or bodily injury.

12. The parties agree that if any dispute arises out of the performance of this Agreement, the maximum liability of FORESIGHT, its employees, or agents, for any alleged loss or damage to CLIENT, even due to error, omission, or negligence, is expressly limited to the sum equal to FORESIGHT'S fee for the specific inspection service in dispute. If CLIENT elects to proceed with an action against FORESIGHT in court, CLIENT agrees to reimburse FORESIGHT for all court costs and reasonable attorney fees incurred by FORESIGHT in defense of the claim.

13. Any dispute, controversy, interpretation or claim including claims for but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability arising out of, from or related to this contract or arising out of, from or related to the inspection, any inspection, or inspection report issued shall be submitted to final binding arbitration under the rules and procedures of the Rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the arbitrator appointed there under shall be final and binding and judgment on the award may be entered in any court of competent jurisdiction. Client understands and agrees by signing this agreement they are giving up the right to sue Foresight in court, and in any such arbitration, all of the provisions of this agreement shall apply.

14. Any such claim shall be waived unless the demand for arbitration shall be made and filled within one year from the inspection date. Notwithstanding this provision, if CLIENT nevertheless elects to proceed with an action against FORESIGHT in court, as opposed to arbitration, CLIENT agrees to reimburse FORESIGHT for all court fees and reasonable attorney's fees incurred in its defense.

15. This contract represents the entire and integrated agreement between the parties. Both parties shall initial minor changes to this preprinted Agreement. More substantial changes shall be agreed to in writing in a separate agreement reflecting negotiated provisions agreed to by both parties.

16. Should any term of this agreement be deemed unenforceable, improper, or in any other way invalid under a procedure in arbitration or court of law, then that shall in no way effect the validity of any other paragraph, term, or the contract as a whole.

17. Additional services which may be provided by FORESIGHT include, but are not limited to, wood destroying insect inspection, radon testing, asbestos testing, "mold" inspection, private sewage disposal system inspection, and engineering services. These services are available at additional cost and are not included in the home inspection. Additional services may be performed by FORESIGHT or other sub-contractors.

18. I understand the fee for the basic "open pit" septic services includes up to 2 hours of inspection activities by an inspector. Due to unforeseen circumstances, additional work may be required to complete the inspection. Foresight will advise the undersigned of the estimated additional costs before proceeding. Terms of payment are cash or check payable at the time of service. If a more comprehensive inspection is recommended or desired, pumping of the septic tank, and exposing the distribution box and portions of the disposal filed will be required. The use of a small backhoe may be needed to access all components. The fee for the advanced septic is \$1200.00 & up. (Advanced inspection recommended for systems over 5 years old). The undersigned understands and acknowledges there are numerous factors, which affect the installation, operation and maintenance of onsite wastewater treatment systems. The inspection and the Inspection Report to be issued shall not and will not constitute, and shall not be construed by the undersigned, as a warranty by Foresight or the inspector that the system will function properly for any period of time or for any particular loading or usage. The undersigned understands and acknowledges that the Report will present conditions observed on the date and at the time of inspection. The undersigned will not represent the report as a warranty to third parties. "As built drawings" and plan review should be conducted to confirm the exact location and legality of all well septic and components prior to closing.

19. Wood destroying inspection is a visual non-evasive inspection conducted in the readily accessible areas of the structure(s) permitted entry during the inspection. The inspection conducted without moving wall, ceiling, or floor finishes, personal property, furniture, equipment, carpeting, insulation, plants, soil, snow, ice, or debris. The inspection included probing and/or sounding of unobstructed and accessible areas to determine the presence or absence of visual evidence of wood destroying insects. The WDI inspection firm is not responsible to repair any damage or treat any infestation at the structure(s) inspected. Also, wood destroying insect infestation and/or damage may exist in concealed or inaccessible areas. The inspection firm 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. 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. This report is indicative of the condition of the visually inspected structure(s) on the date and time of the inspection and is not to be construed as a guarantee or warranty against latent, concealed, hidden or current, future infestation or defects.

20. RADON TEST LIMITATION OF LIABILITY: At Foresight all of our licensed professional technicians, make every effort to maintain quality control (including duplicate canister tests, blanks, and "spiked" detectors, we make no warranty of any kind, either express or implied, for the consequences of false test results. Before any remediation action is taken, It is important that follow-up tests be conducted in accordance with USEPA protocols and NJDEP regulations. It is well known that radon concentrations fluctuate greatly under changing weather conditions Furthermore, radon tests cannot be CERTIFIED, since there is no chain of custody of the test kit and the "closed-house" conditions cannot be monitored continuously. Annual radon testing is recommended to ensure radon gas levels remain acceptable. Further information is available by calling the New Jersey DEPE radon hotline: 1-800-648-0394.

The CLIENT and FORESIGHT agree that FORESIGHT will conduct the home inspection and/or other services listed below for the stated monetary compensation. The CLIENT will be provided with the report(s) documenting the findings of the work. Also indicated below are the additional parties designated by the CLIENT to whom copies of those reports may be sent:

SERVICES TO BE PROVIDED:

1. Home Inspection \_\_\_ 2. Termite \_\_\_ 3. Radon \_\_\_ 4. Open Pit Septic \_\_\_ 5. Advanced Septic \_\_\_ 6. Well Performance Test \_\_\_ 7. Water Analysis \_\_\_ 8. Engineering Services \_\_\_  
(Recommended)

Other: \_\_\_\_\_

Total Fee \$ \_\_\_\_\_ (DUE AT COMPLETION OF SITE WORK AND BEFORE DELIVERY OF REPORTS)

ADDITIONAL REPRESENTATIVES WHO MAY RECEIVE REPORTS: Buyers Realtor \_\_\_\_\_ Buyers Attorney \_\_\_\_\_

Other Name \_\_\_\_\_ Name \_\_\_\_\_

SIGNATURES:

\_\_\_\_\_  
For FORESIGHT X \_\_\_\_\_  
CLIENT Signature

ADVANCED HOME INSPECTION DECLINED: X \_\_\_\_\_

(Most comprehensive evaluation that includes evaluation by licensed: building inspector/engineer, electrician, plumber, roofer, hvac contractor etc. The service will include destructive testing and removal of finishes. Fee \$2500& up)

WATER ANALYSIS DECLINED X \_\_\_\_\_

(Recommended comprehensive independent water analysis: Fee \$400 & up)

MOLD TESTING DECLINED X \_\_\_\_\_

(Mold assessment which includes air and surface sampling Fee \$500&up )

ADVANCED SEPTIC ANALYSIS DECLINED :X \_\_\_\_\_

(The most comprehensive evaluation which includes tank pumping & machine excavation of portions disposal areas: Fee: \$1200 & up)