

PERFECTION HOME INSPECTIONS, LLC

HOME INSPECTION AGREEMENT

THIS AGREEMENT is made and entered into by and between PERFECTION HOME INSPECTIONS, LLC, (hereinafter referred to as "Company") and (X) _____ and (X) _____, (hereinafter referred to as "Purchaser").

In consideration of the terms and conditions of this Agreement, the parties do hereby agree as follows:

1. Company agrees to conduct a visual inspection of the readily accessible areas of the dwelling commonly known as (X) _____, (street number and name) (X) _____ (municipality) (X) _____, (county), New Jersey. This inspection will be performed on a day and time as is necessary for the convenience of the parties.

2. Purchaser agrees to pay to Company the total sum (\$ _____) for these services. [Dwelling inspection \$ _____ ; Other Service Radon \$ _____ ; Wood Destroying insects \$ _____].

3. Company will cause to be performed a visual inspection of the readily accessible areas of the dwelling, including major systems and improvements. Neither the Company nor its agents or employees will be required to move furniture, appliances, storage or other items to conduct the inspection or otherwise to expose concealed or inaccessible conditions. Major systems to be inspected include: foundations, structures, exteriors, interiors, roofing, plumbing, electrical, central heating, central air-conditioning, insulation and ventilation (all inspections are weather permitting).

4. The parties agree that the "Standards of Practice" as defined by the applicable provisions of the New Jersey Administrative Code N.J.S.A. 45:8-61 shall define the standard of duty and the conditions, limitations and exclusions of the Inspection. Purchaser may review a copy of the Standards on request. The licensee shall comply with these and are governed by the rules in 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.

5. Systems and conditions which are not within the scope of the dwelling inspection include, but are not limited to: formaldehyde, lead paint, asbestos, toxic or flammable materials, other environmental hazards, pest infestation, molds, funguses, security systems, appliances, playground equipment, swimming pools, spas, energy efficiency measurements, recreational equipment, concealed or underground electric or plumbing, systems that are shut down or otherwise secured, private sewer systems, water wells, heating system accessories, solar heating systems, zoning ordinances or building code conformity. Purchaser understands that these systems and conditions are excepted from this inspection. Any general comments about these systems and conditions are informational only and do not represent an inspection. Radon testing, termite, other wood destroying insect inspections and water tests are excluded from the dwelling inspection unless otherwise agreed in item two (2) of this Agreement.

6. The parties understand and agree that the Company and its agents and/or employees are not insurers or guarantors against defects in the dwelling and improvements inspected. Company, its agents and or employees make no warranty, express or implied, as to the fitness for use or condition of the dwelling or improvements inspected.

7. Company will provide its written summary of the inspector's observations within a reasonable time following the completion of the inspection. No written summary will be delivered until this Agreement has been executed by Purchaser, delivered to Company and paid in full.

8. Any dispute, controversy, interpretation or claim, including claims for, but not limited to, breach of contract, any forms of negligence, fraud or misrepresentation arising out of, from or related to this agreement or arising out of, from or related to the inspection or written summary shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed thereby shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction but, notwithstanding anything herein to the contrary, the liability of Company, its agents and or employees, shall not exceed the total fee set forth in section 2 herein above.

9. Standards of Practice N.J.A.C. 13:40-15.16 (b) are Specifically Excluded from the inspection report.

10. Any return visit requested will be charged at \$85.00 per hour, with a minimum of one hour.

11. All checks will be subject to a \$35.00 Return Check Fee. Purchaser will be responsible for all fees including any non-payment claims action. In witness whereof, the undersigned acknowledge that they have read, understand and accept the provisions of the above Home Inspection Agreement.

PERFECTION HOME
INSPECTIONS, LLC
Lic.#GI00098000

PURCHASER
(X)

CO: PURCHASER
(X)

Jeffrey A. Guidetti

Date:

Date