

Inspection Authorization Contract

Name: _____ **Address:** _____ **City:** _____ **St:** _____
Property Inspected: _____ **City:** _____ **St:** _____
Date of Insp: _____ **Inspector:** _____ **Report #:** _____

Inspection: Home Termite Radon Chimney **Total Fee: \$** _____

- 1) Holmes Inspection Service has been contracted to conduct a VISUAL NON-TECHNICALLY EXHAUSTIVE inspection. This inspection is not comprehensive and/or technically exhaustive but simply represents the opinion of the Inspector based on limited Visual conditions. Other more comprehensive/technically exhaustive inspections were made available at the time of the initial order but declined. See paragraph 11. Our inspector IS NOT PROVIDING a CODE INSPECTION, ZONING and/or APPRAISAL of the structure/property. Information pertaining to these categories falls outside the scope of this inspection.
- 2) A Visual Inspection is limited to conditions that were visible and readily accessible on the date of inspection. Buyer acknowledges that hidden damage may be present and that these areas fall outside the scope of this inspection. Our inspection is designed to cover the MAJOR STRUCTURAL AND/OR MECHANICAL SYSTEMS ONLY. NO GUARANTEE OF FUTURE CONDITIONS IS EXPRESSED OR IMPLIED. This Contract contains specific exclusions. Buyer acknowledges that they have reviewed a copy of this contract prior to the inspection and understand all exclusions.
- 3) Estimates/Verbal Communication - Our inspectors are not permitted to provide estimates for repair and/or conduct any repairs and/or provide any advice as to how to repair any item that may be deficient. The home inspection report represents the entire record of conditions and communications that were discussed at the time of inspection. Any verbal communications made at the time of inspection and/or subsequent to the inspection by the inspector and/or any other representative of Holmes Inspection Service is specifically excluded from the report and is not to be relied upon.
- 4) Buyer has specific contractual responsibilities: The buyer is contractually obligated and has been advised to obtain comprehensive information from qualified contractors and/or other professionals in respect to any deficiency and/or condition that is reported. Qualified professionals in a specific field of expertise can provide additional and/or more informative information beyond the scope and/or the ability of the home inspector.
- 5) Buyer agrees to obtain price quotes for repair/replacement/servicing/testing of all deficient and/or maintenance items prior to closing. In the event our complete advice is not followed prior to closing, buyer does so at his or hers own risk and assumes all responsibility and agrees to release Holmes Inspection Service from any and all liability.
- 6) Due to the fact that conditions may have changed and/or became visible between the time of the home inspection and the closing, the Buyer has been advised and is contractually obligated to conduct a thorough pre-closing Inspection (Interior and Exterior) once the structure has been vacated using the Checklist provided in the Home Inspection Report. Failure on the part of the buyer to conduct this inspection it is done so at his or hers own risk. Buyer assumes all responsibility and agrees to release Holmes Inspection Service and/or any authorized agent from any and all liability. Buyer also agrees to present any defects and/or additional findings to the Seller prior to closing.
- 7) Anytime a deficiency is identified in the report (Soil in contact with Siding, Wood rot, Water penetration/staining, Moisture, Insect Activity, Damage, Floor Sag, Loose tiles, Poor/Missing Caulking/Grouting, Inadequate Ventilation, Clogged/Loose Gutters, Etc.) the possibility of hidden damage under and/or adjacent to these areas is probable. If these conditions are reported, other more intrusive/comprehensive inspections are available and are advised prior to closing. Any damage that was concealed but then uncovered due to removal of storage, insulation, remodeling and/or other finished surface work is specifically EXCLUDED from this inspection. See reverse side for additional details.
- 8) Our inspectors are not permitted to dismantle any structural component and/or system, use tools for this purpose, and/or move storage/furniture and/or personal belongings in order to gain access to any area. Client has been previously advised to ensure full access to all areas of the structure prior to the inspection. Our Inspectors are not permitted to activate any system that has been shut down. All inaccessible or limited crawl spaces, attics, and/or other areas concealed by storage, Etc. fall outside the scope of this inspection. Since these areas contain important information, buyer agrees to provide access to these areas prior to closing so that they can be properly inspected. In some cases, a contractor may be required.
- 9) The Inspection fee is based on "one" visit to the property. The total inspection fee is required should the inspection be terminated for any reason prior to its completion. In the event that certain areas, apartments, utility rooms, Etc are not accessible, the total fee for the inspection is required. A re-inspection fee will apply for all return visits.
- 10) Specific Exclusions: 1) Mold/Mildew, Underground Oil Tanks, Abandoned Fuel Lines, Abandoned Septic/Cesspools Systems, Asbestos, Pesticides, Lead, Lead Piping/Drains/Solder Joints, Etc. Buyer has been advised that these items may be present but are specifically excluded from the scope of our inspection. It is strongly advised that qualified licensed professionals conduct a comprehensive inspection for these items prior to closing. Buyer assumes all risk for failure to contract these inspections and releases Holmes Inspection Service and/or any authorized agent from any and all liability. Additional exclusions appear on the reverse side of this contract. Termite Inspection/Radon Testing – See all on reverse side for additional exclusions.
- 11) Declined/Technically Exhaustive/Comprehensive Inspection - Although a visual home inspection has been contracted, other more intrusive/comprehensive evaluations as offered and disclosed were advised at the time of initial order. The inspection consists of a Technically Exhaustive Evaluation requiring a Structural Engineer and several other licensed professionals - Initial fee is \$2000.00 + time and materials. The owners written permission is required to conduct an intrusive evaluation that will require the removal of certain sections of walls, floors, ceilings, trim areas, siding, Etc. Buyer assumes all responsibility in respect to any and all required expenses to properly re-finish and/or repair any area. Signature below identifies that this inspection has been declined.

DISPUTE RESOLUTION: In the event of a claim, the buyer agrees to and must allow Holmes Inspection Service and/or any authorized agent the right to re-inspect the problem area and take pictures prior to conducting any type of repair or taking any type of action. A claim form will be provided and must be completed and received by our office prior to establishing a re-inspection date. In the event the buyer refuses to complete the claim form and/or conducts any repair or undertakes any type of remedial action prior to our re-inspection, buyer agrees to release Holmes Inspection Service and/or any of its agents from any and all liability. As part of the Claim procedure, the Buyer must also obtain a Certificate of Merit from a Licensed NJ Home Inspector prior to altering or repairing any physical condition.

All claims and/or disputes arising out of this agreement and/or Inspection, including but not limited to, an alleged breach thereof, shall be resolved by arbitration in accordance with the applicable rules of the American Arbitration Association. The Arbitration shall be binding and in lieu of any other remedies that might otherwise be available to the parties hereto. In the event that a decision is reached releasing Holmes Inspection Service, plaintiff agrees to reimburse Holmes Inspection Service and/or its Insurance Company all reasonable attorney fees and costs associated with this action. If any part of this contract is found to be unacceptable in a court of law, all other parts shall continue to be binding. The statute of limitations to submit a claim is limited to 1 year from the date of inspection.

I, representing all parties in connection with this home inspection, have thoroughly read both sides of this contract and agree to all the terms and conditions as represented.

Signature: _____ Print Name: _____ Date _____
Read Reverse Side →

Specific Exclusions/Conditions – Please Read Thoroughly

- 1) Any Type of Underground condition including but not limited to: Septic Systems, Cesspools, Oil and/or other types of storage tanks, Electrical, Plumbing, Wells, Drain Systems, Dry Wells, Etc.
- 2) Identification/Inspection for Mold, Mold Spores, Lead, Lead Products, Asbestos, Asbestos Products, Urea Formaldehyde, Urea Formaldehyde Products, Any type of Pesticide (In Soil or Structure), Any type of Toxic or Flammable Substances, Any type of Soil Contamination, Electro Magnetic Radiation, Etc.
- 3) Identification of Wells, Observations Wells and/or ground Water Systems and/or drainage systems including Adequacy or Potability of drinking Water as per State requirements.
- 4) Identification of Previous Insect Treatments.
- 5) Identification of FRT (Fire Retardant Treated Materials).
- 6) Inspection of Fire Alarms, Sprinkler Systems, Smoke Detectors, Carbon-Monoxide Detectors, Etc. Inspection of Fire Escapes and Security Alarm Systems.
- 7) Identification of Incoming Water Line Material and/or Water conditioning equipment and/or Adequacy of Water Pressure.
- 8) Identification/Inspection/Verification of structural and/or Mechanical Building Permits.
- 9) Identification/Inspection of Pools, Hot Tubs, Spas and Associated Electrical and Plumbing Systems.
- 10) Adequacy and/or efficiency of Heating and/or Cooling Systems.
- 11) Adequacy of Electrical Amperage or Sufficiency of Wiring and Identification of Electrical Wiring Routing throughout a structure.
- 12) Identification of Dead Trees, Stumps, Sink Holes, Exterior Debris, Etc.
- 13) Identification of any type of Manufacturer Recall or Advisory.
- 14) Inspection of Perimeter Retaining Walls unless specifically identified by the Owner.
- 15) Identification/Verification of Proper Code Requirements for any Structure/Mechanical System.
- 16) Identification/Inspection of Window/Wall Mounted A/C Units, Ancillary Heating Devices, Central Vacuum Systems, Washers/Dryers, Kitchen and/or Other Appliances.
- 17) Inspection of subject property by trespass on adjoining properties.
- 18) Inspection of the Internal Elements/Lining of the Chimney.
- 19) Identification/Inspection/Verification of High Rise Safety and/or Security Window Bars.
- 20) Inspection of any type of Appliance (Refrigerators, Washer/Dryer, Central Vac, Microwaves, Dishwashers, Etc.

Radon Testing – If contracted, No Guarantee of results are expressed or implied. The Owner and/or Tenants can easily manipulate house conditions by increasing ventilation. Consult your Attorney to ensure the proper protections.

Termite/WDI Inspection/Warranty – Please Read Thoroughly

- 1) If contracted, our Termite Inspection is based on a Visual Inspection of Readily Accessible Areas. Hidden damage may be concealed. We do not guarantee or warranty that the Structure is free of WDI damage.
- 2) Evidence of Infestation must be located in an area that was Visible and Readily Accessible to our inspector at the time of the original inspection. Buyer must allow Holmes Inspection Service and/or any of its agents the right to conduct a full re-inspection and take pictures prior to conducting any type of remedial action. Should Holmes Inspection Service accept responsibility, Buyer must use a Licensed Exterminator/Contractor of our choice for any Treatment and/or Repair. Treatment of the problem area (precision treatment) will take place within a 21day period from the date of re-inspection. Full 6 month Warranty calculated from the date of inspection will remain in effect. Buyer will have the right to upgrade the treatment/warranty at his or her own expense.
- 3) Any remedial action taken by the homeowner or any authorized agent without the written consent of Holmes Inspection Service will render this warranty null and void. Buyer agrees to dismiss any claim for damages against Holmes Inspection Service and/or any of its agents.

Infestation and/or damage that was concealed and then uncovered due to Storage Removal, Remodeling, Construction and/or any other type of finished surface work is expressly excluded.

Termite Warranty Specific Exclusions

- 1) Structures that have been Previously Treated for Insects.
- 2) Structures where areas of the siding come into direct contact with Soil.
- 3) Structures that have Crawlspace without concrete sealed vapor barriers.
- 4) Structures that have Wells, Sub-Slab Heating Ducts, Radiant Heat, French Drains, and Floating Slabs.
- 5) Areas not fully accessible and/or concealed by storage/debris/intact surfaces/trim and/or personal property.
- 6) Carpenter Ants, Ants, Powder Post Beetles, Carpenter Bees, Ticks, Lice, Fleas, Roaches, Mice, Bats, Birds, Squirrels, Raccoons, Skunks, Etc. Feces or Urine Damage fall outside the Scope of our Inspection and are not covered under the warranty.
- 7) Any type of Termite and/or Insect Swarming Activity.

Reports will not be released unless Contract is signed and full payment has been received. Buyer releases Holmes Inspection Service from any and all consequential damages due to any delay in receiving the actual report due to mail or other reasons. A \$28.00 charge will be required for all returned checks.

Client Information

Signature of Buyer on reverse side authorizes Holmes Inspection Service to release Reports and Information to other parties for Warranty and/or other purposes. Do Not Release

Signature _____ Print Name _____

This Home Inspection report is not an insurance policy.
Conditions noted in report are based on observations made on the date of inspection.
Future performance/conditions cannot be predicted.
NJ Registration Certification # 24G100097700
2 Hasta Way, Newton NJ 07860

This Contract is Negotiable – For Questions, Consult your Attorney Prior to the Inspection Date.