

Homeowner's Helper

Of Morris, LLC
Home Inspection Services
17 Anderson Road
Wharton, New Jersey 07885
(973) 328-8920

Inspection Agreement

This is intended to be a legal and binding contract. Please read carefully.

- Client requests Homeowner's Helper to perform a limited visual inspection of the disclosed address set forth in this document and all approvals necessary have been secured to allow entrance onto the property.
- The client understands that this inspection and inspection report are performed for their sole, confidential and exclusive use. One copy may be provided to the real estate representing the Client and/or Attorney or other lender for use in Client's transaction only. Additional copies will **only** be issued with prior written explicit consent of the Client. Additional fees may apply for extra copies of the report.
- Homeowner's Helper agrees to perform an inspection of the structure referenced herein in accordance with ASHI Standards of Practice®. A copy of these standards will be provided to the Client upon request and are also available via the Internet. The written report prepared by Homeowner's Helper shall be the final exclusive findings of Homeowner's Helper of the structure. Client understands and agrees that they will not rely on any oral statements made by the Inspector prior to the issuance of the written report. Client further understands and agrees that Homeowner's Helper reserves the right to modify the inspection report for a period of time that shall not exceed forty-eight (48) hours after the inspection report has first been delivered to the Client.
- The inspection only includes systems and components expressly and specifically identified in the report. Any areas or components which are not exposed or accessible because of soil, walls, floors, carpets, ceilings, furnishings, finishes or any other things or those areas/items excluded by the Standards®. Any items, areas or components inspected above the Standards® are for reference only and performed as a courtesy for the Client. All components and/or systems mentioned in the report are to be in said condition at time of inspection.
- The Client understands the inspection and inspection report do not imply a guarantee or warranty of any kind for serviceability or fitness for any component. **Routine maintenance and service contracts must be secured and performed prior to move in date.**
- Client understands and agrees that any and all claims arising out of or relating to any alleged acts or omissions of the Homeowner's Helper Inspector in connection with the inspection of the structure are limited and same shall be submitted in writing within ten (10) business days of discovery. The Client further agrees to allow the Homeowner's Helper Inspector to re-inspect the claimed discrepancy (with exception of emergency conditions) before any repair, replacement alteration or modification is performed. All claims are limited to components and systems listed in the Standards® only. Client's failure to comply with the above shall constitute a waiver of any and all claims the Client may have against the Homeowner's Helper Inspector.
- Any dispute, controversy interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this Agreement or arising out of, from or related to the inspection and inspection report shall be submitted for final 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 thereunder shall be final binding and judgment on the award may be entered in any court of competent jurisdiction. It is understood and agreed by both parties to this Inspection Agreement that the LIMITATIONS OF LIABILITY for errors or omissions in the inspection report is limited and fixed to a refund of the amount of the fee paid by the Client for the inspection and inspection report. Any legal actions or proceedings against the Homeowner's Helper Inspector, Homeowner's Helper or the parties to this Inspection Agreement therein must be brought within one (1) year from the date of the inspection or same will be deemed waived and forever barred any dispute or claim brought under this Inspection Agreement is subject to the jurisdictions and laws of the State of New Jersey. Time is expressly of the essence with respect to assuming any claim.
- Client understands and agrees that if they are not present at the time of the inspection and therefore do not sign this Inspection Agreement that this Agreement will form a part of the inspection report and acceptance of the inspection report by Client shall and payment therefore will constitute acceptance of the terms and condition of this agreement.
- In the event any portion of this Inspection Agreement is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in force between parties.
- This Inspection Agreement represents 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 enforced against any party unless such changes or modification is in writing and signed by the parties. 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.
- Client agrees to pay Homeowner's Helper the sum of \$ _____ in consideration for its services in conducting the inspection and inspection report. A re-inspection fee of \$125.00 will be assessed for a return visit to inspect up to two (2) items. Re-inspected items will be assessed at an additional \$25.00 per item thereafter. If the inspection can not be performed on scheduled date/time due to the negligence, non-show or unexcused tardiness of the Client or their associated parties a reschedule fee of a minimum of \$100.00 or a maximum of 50% of the inspection fee shall be imposed and payable by Client within 24 hours of original inspection date/time. Client also agrees to pay \$25 per additional copy of inspection report with written consent of release of said copies. Inspection reports will not be released until all payments are made in full and the Client's account with Homeowner's Helper is in good standing. Failure to pay all monies due warrants the inspection report null and void.