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Home Inspection - PRE-INSPECTION AGREEMENT

CUSTOMER

Address of home to be inspected

(THIS IS A LEGAL AND BINDING CONTRACT READ CAREFULLY BEFORE SIGNING)

For a fee of \$ _____ TG Project Management, LLC and **CUSTOMER** agree to have TG Project Management, LLC conduct a home inspection, on (**inspection date**) at for the purpose of informing the **CUSTOMER** of any major deficiencies in the condition of the home identified above. The inspection and report are to be performed and prepared for the sole, confidential and exclusive use and possession of the **CUSTOMER**. The written report will include comments based on observations of the visible and accessible parts of the following only:

Structural components and basement

Electrical, plumbing, domestic water heating, central heating and air conditioning

Condition and general age of major systems

Kitchen and major appliances

General interior, including ceilings, walls, floors, windows, and stairs

Attic, ventilation, and insulation (if readily and safely accessible)

General exterior, including roof, gutter, chimney, major drive and walkways, drainage and grading

TG Project Management, LLC, identified above, as used in this agreement and report, means the organization (corporation, partnership, proprietorship, limited liability company or any other form of business), its employees, its sub-contractors, its agents, the inspector(s) and any other person or company who represents the organization.

AN INSPECTION IS INTENDED TO ASSIST IN EVALUATION OF THE OVERALL CONDITION OF THE BUILDING. This will be a limited visual inspection of the visible, exposed elements of major components of the home and substantial deficiencies may exist and not be detected because of the limited nature of such an inspection. THE INSPECTION IS BASED ON OBSERVATION OF THE VISIBLE AND APPARENT CONDITION OF THE BUILDING AND ITS COMPONENTS ON THE DATE OF THE INSPECTION, at the time of the inspection. Most Home Inspectors are not licensed structural engineers, they are generalists. IF YOUR HOME INSPECTOR IS NOT A LICENSED STRUCTURAL ENGINEER OR OTHER PROFESSIONAL WHOSE LICENSE AUTHORIZES THE RENDERING OF AN OPINION AS TO THE STRUCTURAL INTEGRITY OF A BUILDING OR ITS OTHER COMPONENT PARTS, YOU MAY BE ADVISED TO SEEK A PROFESSIONAL OPINION AS TO ANY DEFECTS OR CONCERNS MENTIONED IN THIS REPORT. The inspector is not required to climb on the roof. The inspector does not perform invasive procedures: equipment, items and systems will not be dismantled. The inspector only uses normal operating devices. Inspection will be made to see if a component is doing its major function, not minor functions. Maintenance, cosmetics and other things may be discussed, but they are not a part of the inspection and report. The written report will be the total report and no reliance should be made on anything discussed during the inspection.

TOTALLY EXCLUDED: This is not a compliance inspection or certification for past or present governmental codes, rules or regulations of any kind. NO search or check of municipal records is included. Latent, hidden and concealed defects and deficiencies are excluded from the inspection and report. NO warranty or guarantee of the structure or components is made or implied by TG Project Management, LLC. The inspection and report do not address and are not intended to address the presence, or danger from any potentially harmful substances and environmental hazards including but not limited to radon gas, carbon monoxide, lead, lead paint, asbestos, buried or above ground fuel storage tanks, urea formaldehyde, various molds and spores, water quality, toxic or flammable chemicals or gasses and water and airborne hazards. Also excluded from this inspection and report are detached garages, hot tubs, fencing, screens, shutters, awnings, spas, swimming pools, wells, onsite and offsite sewage disposal systems, security systems, central vacuum systems, water conditioning equipment, sprinkler systems including lawn sprinklers and fire sprinklers, fire and other safety equipment.

This is not an inspection for the presence or absence of bed bugs, rodents, termites, other wood destroying insects or organisms, animal urine or fences, but if observed they may be reported. It is not an evaluation for past, present or future, business, commercial or industrial use. Property boundaries and land survey are not included. Re-inspections are not included and will be subject to an additional charge of **\$125.00**.

This inspection will be performed in compliance with the NJ standards of practice for home inspectors. A copy of these standards will be provided to you upon request.

Home inspectors in NJ are governed by the rules in N.J.A.C. 13:40-15. Failure to comply may subject the licensee to disciplinary action. Luis Gaspar, New Jersey Licensed Home Inspector Lic. # 24GI00132800

DISPUTES: No lawsuit or other type of claim of any kind arising out of or in any way relating to this agreement, the inspection or the report shall be made unless each of the following conditions is satisfied first, in order: Failure to comply with these conditions will unconditionally release the TG Project Management, LLC from any and all obligations or liability of any kind.

1. **Date by Which Notice of Claim must be given.** Written notice of the claim must be given to the TG Project Management, LLC on or before the 180th day after the date of this Agreement. The notice shall: (a) describe the claim including what **CUSTOMER** believes TG Project Management, LLC did or failed to do, (b) why **CUSTOMER** believes TG Project Management, LLC is responsible, (c) what **CUSTOMER** believes TG Project Management, LLC should do about it and (d) offer to allow TG Project Management, LLC to inspect as required in the following paragraph. Notice shall be sent by first class mail to the TG Project Management, LLC address as set forth in this agreement.
2. **Right to Re-inspect.** If **CUSTOMER** believes the TG Project Management, LLC made a mistake, before making any repairs or alterations relating to the alleged mistake, **CUSTOMER** shall notify TG Project Management, LLC and provide TG Project Management, LLC a reasonable opportunity to inspect the portion of the property relating to the alleged mistake.
3. **Negotiation.** If the dispute has not been resolved as a result of the re-inspection:
 - A. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, the inspection or the report promptly by negotiation. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within 15 days after delivery of the notice, the recovering party shall submit to the other a written response. The notice and the response shall include a statement of each party's position and a summary of arguments supporting that position. Within 30 days after delivery of the disputing parties notice, both parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All reasonable requests for information made by one party to the other will be honored.
 - B. If the matter has not been resolved within 30 days of the disputing party's notice, or if the parties fail to meet within 30 days, either party may initiate mediation of the controversy or claim as provided hereinafter.
 - C. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the rules of evidence.
4. **Mediation.** If the dispute has not been resolved by negotiation as provided herein, the parties shall endeavor to settle the dispute by mediation under the then current commercial mediation rules of the American Arbitration Association ("AAA") or under such other non-binding alternate dispute resolution rules to which the parties agree in writing. A single, neutral third party that is knowledgeable and familiar with the professional home inspection industry will be selected from the AAA panel of neutrals, with the assistance of AAA, unless the parties agree otherwise.
5. **Lawsuit.** If the dispute has not been resolved by mediation after one session with a neutral, and if each of the other conditions set forth in this Agreement have been properly and fully satisfied, then either party may file a lawsuit or other type of claim provided it is filed within the time period set forth below.
6. **Time within which lawsuit must be filed or be forever barred.** No lawsuit or other type of claim arising out of or in any way relating to this Agreement, the inspection or the report may be filed unless it is filed within one year of the date of this agreement and unless and until each of the preconditions listed is fully and properly satisfied.
7. **Limitation on Damages.** The purpose of this provision is to limit the amount of money damages that **CUSTOMER** may claim and recovery from TG Project Management, LLC. The maximum amount of money that **CUSTOMER** may claim and recover is hereby limited to the greater of two times the fee paid by **CUSTOMER** to TG Project Management, LLC under this agreement or \$2,000.00. This limitation applies to every type of claim or cause of action arising out of or in any way relating to this Agreement, the inspection or report, including but not limited to breach or contract, negligence, negligent misrepresentation and violations of any Unfair Trade Practices Act. This limitation does not apply to any claim for vexatious litigation or similar type of claim by TG Project Management, LLC against **CUSTOMER** or Customer's lawyer.
8. **Attorney Fees.** The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorney fees, arbitrator fees and other reasonable related costs.

9. Severability. Should any mediator or court find any portion of this agreement to be unenforceable, the remainder of this agreement will continue in full force and effect.

ALTERNATIVE INSPECTION AVAILABLE: A more extensive / detailed technically inspection and reporting are available to **CUSTOMER** for an additional fee for services to:

- Using an infrared camera, the entire house to detect, moisture, mold, roof leaks, electrical & mechanical malfunctions, drafts, insulation issues etc.
- Buried oil tank sweeps & utility service line detection using metal detection, probing & infrared cameras
- Professional Engineer structural inspection with report & recommendations
- New construction inspection and code compliance
- Radon gas testing

CUSTOMER, by signing below acknowledges acceptance and understanding of this agreement, also acknowledges receipt of a copy of the agreement:

I authorize company to release a copy of this report to my Real Estate Broker / Agent and Attorney.

CUSTOMER

DATE

TG Project Management, LLC

DATE

PAYMENT INFORMATION / RECEIPT

Total fee, including inspection and report agreed to above and other services, \$_____

Payment received prior to start of services by (circle) CASH CREDIT-CARD CHECK #_____