

Miller Home Inspection LLC

Home Inspector License #24GI00183200
71 Edsall Drive
Sussex NJ 07461



PRE-INSPECTION AGREEMENT

Date _____

Services Performed By:

Services Performed For: _____

Miller Home Inspection LLC

Home Inspector License

#24GI00183200

71 Edsall Drive

Sussex NJ 07461



The State of New Jersey requires every home inspector to send a pre-inspection agreement to the customer prior to the inspection. **This inspection agreement is intended to be a legal binding contract. Please take the time to read and understand it carefully!** The inspection will be performed under the standards of practice mandated by the State of NJ. Home Inspectors are governed by the regulations in the New Jersey Administrative Code contained at N.J.A.C. 13:40-15. The inspection is limited by the limitations, exceptions and exclusions as stated in the Standards of Practice, N.J.A.C. 13:40-15 and this Pre-Inspection Agreement. The licensee shall comply with these regulations.

INSPECTION ADDRESS _____

_____ (“Client”) and Chris Miller (“Inspector”), effective _____ have agreed Miller Home Inspections LLC will conduct a home inspection with the purpose of informing the customer of any **MATERIAL DEFECTS**. Material defects are defined as a condition, or functional aspect, of a structural component or system that is readily ascertainable during a home inspection that substantially affects the value, habitability or safety of a dwelling. The inspection and report are to be performed and prepared for the customer for confidential and exclusive use and possession of the customer. Any defects will be noted and recommended to look into further by a qualified and licensed contractor in the respective field to further evaluate the extent of the defect. The written report will include comments based on reasonable observations of the visible and accessible components and associated systems of the following **ONLY**:

*Exterior

*Roofing

*Electrical

*Plumbing

*HVAC

*Interior

*Structural

The Inspection

This inspection is intended to assist in the evaluation of the overall condition of the dwelling. This will be a limited visual inspection of the visible and exposed major components and associated systems of the home. **Substantial deficiencies may exist and not be detected due to the limited nature of such an inspection.**

The inspector agrees to inspect the home for the purpose of informing the customer of major deficiencies and material defects visually observed that substantially affect the value, habitability and safety of the home. A sampling of components is inspected rather than every occurrence of components. This inspection does not inspect inside floors, walls and ceilings. The inspection is based on observation of the visible and apparent condition of the dwelling and its components on the date and time of the inspection.

The home inspector is not required to inspect anything that he feels would be a hazard to his safety. Home inspectors are NOT required to walk on roofs. Miller Home Inspections LLC DOES NOT go on second story roofs or any roof that has a pitch greater than 4:12.

The inspector does not perform invasive procedures. We do not dismantle or move any personal property that will impede the access or visual inspection of a dwellings component or associated system. The inspection will be done to see if the component is performing as designed on the date and time of the inspection. Maintenance of certain components cannot be judged or included to determine the life expectancy of a component.

Again, the written report will detail the current condition (as performed on the date of the inspection) of the component and associated systems. It does not in any way indicate the life expectancy of the component.

Exclusions

This is not a compliance inspection or certification for past or present government codes, rules or regulations of any kind. There is no search or check of municipal records included in the report. Latent, hidden, concealed and architectural deficiencies are excluded from the inspection and report. There is NO warranty or guarantee of the inspection, report, structure or the components made by Miller Home Inspections LLC. The inspection and report do not address and are not intended to address the presence or danger for any potentially harmful substances and environmental hazards including but not limited to mold, radon gas, carbon monoxide, lead, lead paint, asbestos, urea formaldehyde, water quality, toxic or flammable gases and airborne hazards.

Pools, detached garages, wells, septic systems, outbuildings, fences, underground utilities, sprinkler systems, water softeners, security systems, fire equipment, sewage systems and oil tanks are also not included in this inspection.

Fee Schedule

This agreement is written to be fair to the Customer, Home Inspector and the Home Inspection Company. If you feel any part of the Pre-Inspection Agreement is unreasonable, you must contact Miller Home Inspections LLC one day prior to the inspection to make any changes.

A fee of \$600.00(unless otherwise stated by Miller Home Inspections LLC) will be due upon the completion of the home inspection. WDO (wood destroying organisms) inspection is included in the home inspection at no additional cost. A Radon inspection is **NOT** included in the inspection and will be an **ADDITIONAL** charge of \$100.

Please bring payment to the inspection. Once payment is received, the report will be completed and sent to you.

If any component or system could not be inspected due to unforeseen circumstance, an additional charge of \$150.00 will be required for the inspector to return to inspect. There will be no refunds for these systems or components that could not be inspected.

Disputes

Any claims regarding the agreement or inspection report cannot be met until the preconditions below is satisfied.

1. A written notice must be made to Miller Home Inspections LLC on or before the 365th day of the date of the agreement. The notice shall claim what they believe MHI LLC did or fail to do, why they believe MHI LLC is responsible, what they think MHI LLC should do to resolve the issue and offer MHI LLC to inspect the issue at hand. The written notice will be notarized and sent via certified mail.
2. If the they believe MHI LLC is at fault, we reserve the right to reinspect the issue before any repairs or alterations are made. Failure to do so will relieve MHI LLC of any liability associated to the complaint and will considered void.
3. If at this point there has not been resolve from the reinspection, both parties can negotiate in good faith a resolution within 30 days from the written notice. Both parties can meet at a mutual location at a desired time and place to discuss reasonable requests. If parties fail to meet or resolve within 30 days, either party may initiate arbitration.
4. If the issue has not been resolved, both parties shall endeavor to settle by mediation under the current commercial mediation rules of the American Arbitration Association (AAA). Arbitrator must be familiar with the home inspection industry.
5. The time within which a claim must be filed or forever barred. No 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 1 year of the date of this agreement and unless and until each of the preconditions listed above is fully and properly satisfied.
6. If MHI LLC prevails in any dispute arising out of this agreement, inspection or report; MHI LLC will be awarded ALL attorney's fees, arbitrator and any other costs involved.
7. If any portion of this agreement is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in force between both parties.

ACCEPTANCE and UNDERSTANDING of this AGREEMENT are hereby ACKNOWLEDGED by the parties below on the day, month and year listed on page one,

Client Name

Miller Home Inspection LLC

By: _____
Name:

By: _____
Name: