

danger from any potentially harmful substances and environmental hazards including but not limited to mold, fungus, toxins, carcinogens, noise, contaminants in soil, water and air, radon gas, lead paint, asbestos, urea formaldehyde, toxic or flammable chemicals and water and airborne hazards. Also excluded are inspections of and report on swimming pools, wells, septic system, security systems, central vacuum systems, water softeners, sprinkler systems, fire and safety equipment and the presence or absence of rodents, termites and other insects. The Company does not test for the presence of, or functioning of, oil tanks or other storage tanks.

At the request of the Customer, a wood destroying insect infestation inspection certification will be issued under separate report, which is indicative of the condition of the subject structure(s) on the date of the inspection only, and is not to be construed as an express or implied warranty or guarantee against latent, concealed, or future infestation or defects. The Company does not test for the presence of systems or conditions that might attract termites and other wood boring insects such as sub-slab heat, radiant heat, periodic swarmers, previous treatment, slab sleepers, wells, sump pumps, and french drains.

At request of the Customer, a Radon Test will be performed in accordance with NJ DEP test protocols. The Company will make reasonable efforts to retrieve the canister in a timely manner.

If at the time of the Home Inspection an area or system is inaccessible for any reason and you will require the Home Inspector to return to the property, a fee of \$ 125.00 will be charged at the time of re-inspection(s).

All other inspections, if performed, will come under separate reports.

**UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY**

It is understood and agreed that Home Inspectors are governed by the rules in the New Jersey Administrative Code contained in N.J.C.A. 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.

It is also understood and agreed that the Company, its employees and agents are not insurers and that the Home Inspection and report are not intended or to be construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address.

The Customer hereby releases the Company, its agents and employees of and from all liability in connection with repairing or replacing any unreported defect or deficiency and for any losses and damages, including consequential and incidental damages, arising out of the Home Inspection and the report.

In the event that any claim is made against the Company, its agents or employees alleging breach of contract, breach of warranty, negligence, negligent misrepresentation, negligent hiring or under any other theory of liability, the Customer agrees to that any such claims shall be submitted to arbitration. Additionally, any and all claims must be submitted to the Company, in writing, before any repairs are performed, not later than one year from the date of the inspection. Additionally, the Customer agrees to indemnify the Company for it's expenses in defending a claim in the event that the Company prevails in it's defense of the claim Furthermore, the liability of the Company and its agents and employees shall be limited to a sum equal to the amount of the fee paid by the Customer for the Home Inspection and report.

**CLIENT AGREES TO PAY THE INSPECTION FEE BY CASH, PERSONAL CHECK, OR MONEY ORDER PRIOR TO CONCLUDING THE INSPECTION**

**BY SIGNING BELOW, THE PARTIES UNDERSTAND AND AGREE TO THE TERMS SET FORTH ABOVE.**

mp American Home Consultants, Inc.

Home Inspector \_\_\_\_\_ Date \_\_\_\_\_

Customer \_\_\_\_\_ Date \_\_\_\_\_ ✓

HI of Record # GI 00041900 \_\_\_\_\_

Customer \_\_\_\_\_ Date \_\_\_\_\_

I/we authorize mp American Home Consultants, Inc. to release a copy of this report to my Real Estate Broker/Agent and/or Attorney.

\_\_\_\_\_ Customer ✓ Date \_\_\_\_\_

Outside temperature has to be above 65 degrees for 48 consecutive hours to test ac units ✓