



THIS AGREEMENT made and entered into by and between QUIGLEY HOME INSPECTION, L.L.C. referred to as 'Inspector', and _____ referred to as 'Purchaser' in consideration of the promises and terms of this agreement, the parties agree as follows: The Inspector agrees to conduct a visual inspection of the readily accessible area of the home known by and numbered as _____

The cost will be \$ _____ for the home inspection, \$ _____ Radon measurement testing
Other services \$ _____

The purchaser agrees to pay the inspector the sum of \$ _____ for these services.

With your authorization, the undersigned inspector of QUIGLEY HOME INSPECTION, L.L.C. will conduct a home inspection in accordance with the standards established by the New Jersey Home Inspection Professional Licensing Act, N.J.S.A 45:8-61 et seq and the Standards of Practice of the International Association of Certified Home Inspectors, available on the internet at <http://nachi.org> or in printed format upon request. In the State of New Jersey, home inspectors and associate home inspectors are governed by the regulations in the New Jersey Administrative Code. The licensee shall comply with these regulations and that failure to comply with the regulations may subject the licensee to discipline. N.J.A.C. 13:40-15.2- Definitions: "Home Inspection" means a visual, functional, non-invasive inspection conducted without moving personal property, furniture, equipment, plants, soil, snow, ice, or debris, using the mandatory equipment and including the preparation of a home inspection report of the readily-accessible elements of the following components of the residential building: Structural components, exterior components, roofing system, plumbing system, electrical system, heating system, cooling system, interior components, insulation components and ventilation system, fireplaces and solid fuel burning appliances, or any other related residential housing component as determined by the Board, in consultation with the Committee, by rule, but excluding recreational facilities and outbuildings other than garages or carports. N.J.A.C. 13:40-15.16(b) states that a home inspector or associate home inspector, shall not have to enter any area or perform any procedure which is, in the opinion of the home inspector or associate home inspector, unsafe; enter any area or perform any procedure which will, in the opinion of the home inspector or associate home inspector, likely damage the property or its systems or components; enter any area which does not have at least 24 inches of unobstructed vertical clearance and at least 30 inches of unobstructed horizontal clearance; determine concealed conditions and latent defects; determine the life expectancy of any system or component; determine the cause of any condition or deficiency; determine future conditions that may occur such as the failure of systems and components including consequential damage; determine the operating costs of systems or components; determine the suitability of the property for any specialized use; determine compliance with codes, regulations and/or ordinances; determine the market value of the property or its marketability; determine advisability of the purchase of the property; determine the presence of any potentially hazardous plants, animals or diseases or the presence of any suspected hazardous substances or adverse conditions in soil, water and air; determine the effectiveness of any system or component which is shut down or otherwise inoperable; operate any system or component which does not respond to normal operating controls; operate shut-off valves; determine whether water supply and waste disposal systems are public or private; insert any tool, probe or testing device inside electrical panels; dismantle any electrical device or control other than to remove the covers of the main and sub panels; walk on un-floored sections of attics; or light pilot flames or ignite or extinguish fires. The inspection is not a substitute for the Real Estate Transfer Disclosure Statement.

A home inspection is not a code-compliance inspection, and does not include any research, such as that necessary to establish boundaries, easements, or the issuance of permits and certificates of occupancy. Also, it does not include any warranty or guarantee, nor is it as comprehensive or technically exhaustive as that which would be conducted by specialists. Therefore, please be aware of the following limitations of this inspection. It does not include any specialized procedures, such as those to determine floor elevations, or those necessary to determine the presence of any environmental contaminants, such as electromagnetic radiation, radon (may be offered as an ancillary service but beyond the scope of a home inspection), methane, formaldehyde, asbestos, lead, or airborne spores, and it is not an inspection of or for the following: geological or soil conditions; engineering analysis or stability; retaining walls; termites; dry rot; fungi; mold or other wood destroying insects or organisms; pests or rodents; private septic or sewage systems; private water supply systems; water circulating devices; water softeners; water filtration or purification devices; shut-off valves that are not in daily use; solar systems; the hermetic seal of dual glazed windows or skylights; radiant heat systems; radio controlled systems; computerized systems; fire sprinkler systems; central vacuum systems; alarm, telephone, cable, or intercom systems; elevators; saunas; steam showers; humidifiers; electronic air cleaners; condensate pumps; clothes dryers; washing machines and their valves or drain lines; refrigerators; or free standing appliances; thermostats; timers; clocks; rotisseries; the self-cleaning cycles of ovens; landscaping, or landscape items, such as decorative lighting, fountains and ponds, barbecues, and fire pits; and pool sweep assemblies; in-line chlorinators, or similar devices dispensing bromine or ozone. Unforeseen circumstances at the time of the home inspection may limit our ability to complete an inspection according to our client's expectations, such as but not limited to restrictions of personal property storage obstructions, weather conditions, locked or otherwise inaccessible areas, utilities shutoff, potential safety and health hazards, etc. Should our return visit on a separate later occasion be desired to inspect or re-inspect components of the home, there will be an additional charge of \$100.00 per hour with a one hour minimum charge. Should retesting for radon be requested or necessary, the fee will be \$100. Similarly, we do not guarantee the integrity of, nor tacitly endorse, any un-permitted areas, additions, or modifications, which could include latent defects, or any item or component that may have been subject to recall, nor can we guarantee the year-round performance of air conditioning systems, or inspect or endorse any concealed areas such as : the slab or flooring beneath carpets; the interior of chimneys; the waterproof membrane beneath roofs, balconies, decks, and shower pans; furnace heat exchangers, commonly know as fireboxes; air-conditioning coils, in-line motors or dampers; obstructed switches and outlets; and ducts, pipes, and conduits within walls, floors, ceilings, not do we evaluate the coatings on pools, decks, walkways, countertops, fixtures and appliances. We report on property at a given point and time, based on a conscientious, thorough, but essentially and necessarily visual inspection that includes recommendations for a specialist's evaluation and any consultation that may be deemed appropriate or prudent.

Maximum Liability: Since the consulting service provided is based in part on a preliminary visual inspection, it is not possible to eliminate all the risks involved in the purchase and/or ownership of the subject property. Client agrees, to the fullest extent provided by law, that our liability for all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the engineer to the client shall not exceed the amount of the fee paid for the consulting service. This limitation shall apply regardless of the cause of action or the legal theory pled or asserted specifically including, but not limited to, negligence. This cause is a material inducement for you and me to enter into this agreement. In conclusion, you are agreeing that should a dispute arise from this inspection and report, or the interpretation thereof, that you will only undertake emergency measures and will not alter, repair, replace, correct, or modify any disputed component or condition without first giving QUIGLEY HOME INSPECTION, L.L.C., or its representatives, the right to re-inspect. Any and all disputes or claims must be presented to QUIGLEY HOME INSPECTION, L.L.C. within one year after the date of inspection. In no case will a claim or dispute be allowable more than one year after the performance of the inspection. Furthermore, you are agreeing that you will first attempt to resolve any dispute informally. Should this attempt fail, 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 contract or arising out of, from or related to the inspection or inspection report shall be submitted to the final and binding arbitration under the Rules and Procedures of the Expedited Arbitration Services, Inc. The decision of the Arbitrator appointed there under shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction. However, if you are dissatisfied with the terms of the contract, or the quality of the inspection, you may report within three business days, which will nullify the inspection, and the contractual responsibilities of both parties, and QUIGLEY HOME INSPECTION, L.L.C. will refund the full amount of the home inspection fee. A nullified inspection report may not be relied upon by any person(s) or reproduced and distributed in any medium to other parties. QUIGLEY HOME INSPECTION, L.L.C. will provide the written report(s) to our client only by electronic or others means as agreed upon, as soon as possible after the completion of the on-site inspection. At the client's request we may attempt to make delivery of the report(s) to additional parties specifically authorized by the client, but ultimately the distribution to additional parties will be the responsibility of the client. Client agrees that any and all wood destroying insect inspections will be performed by a third party and the client further agrees to hold QUIGLEY HOME INSPECTION, L.L.C. or its inspectors harmless for any inspections performed by third parties.

Purchaser Signature _____ Date _____

Purchaser E-Mail Address _____

Inspector Signature _____ Date _____

Michael Quigley