



A home inspection is a non-invasive, visual examination of the accessible areas of a residential property, performed for a fee, which is designed to identify defects within specific systems and components defined by state mandated standards that are both observed and deemed material by the inspector. The items below are considered contractual and herein referred to as the;

Pre-Inspection Agreement

This is an Agreement between you, the undersigned Client, and Benchmark Home Inspections LLC, pertaining to our inspection of the Property at:

The fee for this inspection is \$_____ Scheduled Date_____ Time_____

1. Benchmark Home Inspections LLC agrees to perform a limited non-invasive visual inspection of the structure at the above address and to provide Client with a written opinion as to the apparent general condition of the structures components and systems, including identification of significant observable deficiencies, as they exist at the time of the inspection. We will inspect the following systems and components: **roof, exterior, basement, foundation, crawlspace, structure, heating, cooling, electrical, plumbing, fireplace, attic insulation and ventilation, doors, windows, and interior.** You understand that New Jersey's standards contain limitations, exceptions, and exclusions. The inspection will be performed in a manner consistent with New Jersey Administrative Code N.J.A.C 13:40-15.16. A copy of these standards is available online at;
<https://www.njconsumeraffairs.gov/regulations/Chapter-40-Subchapter-15-Home-Inspection-Advisory-Committee.pdf>
2. Additional inspection services, as defined in N.J.A.C. 13:40-15-2 for which the client is charged an additional fee are not part of this agreement. Unless otherwise indicated in writing, we will NOT test for the presence of radon, mold, or for the presence of or for any potential dangers arising from the presence of asbestos, lead paint, soil contamination, storage tanks, or other environmental hazards, under the building, outside the building, or anywhere on the premises, or below the surface of the property address mentioned above. We are not verifying compliance with applicable building codes, or zoning conditions related to the structure or its location on the premises.
3. Our inspection, this agreement, and report are for your use only. You give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us.

4. The inspection and Inspection Report are not intended to be construed as a guarantee or warranty, expressed or implied; including any implied warranty of the merchant-ability or fitness for use regarding the conditions of the property, items and systems inspected, and should not be relied upon as such. If the inspector recommends further action, including (but not limited to) consulting with a specialized expert(s), you must do so at your expense. Failure to take further action by the Client shall constitute a waiver of any and all claims for those items requiring further action.
5. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located. If we hold a valid occupational license; we may inform you of this and you may hire us to perform additional functions pursuant to N.J.A.C. 13:40-15.2. Any agreement for such additional services shall be in a separate writing.
6. Unless otherwise indicated in writing, we will not return to re-inspect items that are not inspected because of unforeseen circumstances or weather conditions. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement. You agree to pay a fee of \$200.00 for the re-inspection.
7. **LIMITATION ON LIABILITY AND DAMAGES.** We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquidated damages in an amount not greater than the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that this liquidated damages is not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee.
8. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of your claim within seven days of discovery, in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability.
9. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney fees incurred in defending that claim. You agree that the exclusive venue for any legal action against Benchmark Home Inspections LLC itself, allegedly arising out of this Agreement, will be in Cape May County New Jersey. Before bringing any such action, you must provide Benchmark Home Inspections LLC with 30 days written notice of the nature of the claim, in sufficient detail and with sufficient supporting documents that we can evaluate it. In any action against Benchmark Home Inspections LLC, you waive trial by jury.
10. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of the inspection.

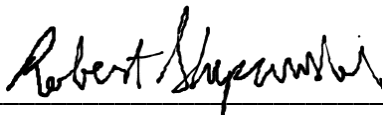
11. Past-due fees for your inspection shall accrue interest at 8% per year. You agree to pay all costs and attorney's fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.
12. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this.
13. You understand that home inspectors are governed by the rules in the New Jersey Administrative Code contained at N.J.A.C. 13:40-15 and that the Inspector shall comply with these rules. Failure to do so may subject the inspector to discipline.
14. If you would like a large print version of this agreement before signing it, you may email us.
15. If you elect to exclude from the inspection any systems or components, you will describe each system and component in writing and provide that to the inspector at a time before the inspection.
16. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

Signature Client or Representative

Date

Print Name



Robert P. Shepanski Jr. CPI
On behalf of Benchmark Home Inspections LLC



Benchmark Home Inspections LLC

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