

AGREEMENT FOR INSPECTION SERVICES

Address of Inspected Property: 2211 Leaping Frog Road

City: Pondville State: NJ Zip: 223344

Inspection Date: Friday, March 08, 2002 Temp and Weather: Clear

This AGREEMENT, made on above date by and between EngInspect, Wall, NJ (hereinafter called Company) and Residential Sample, Significant Other (hereinafter called Client). The parties above agree as follows:

1. Company agrees to perform a visual inspection of the subject property and to provide the Client with a written inspection report identifying the major deficiencies. This inspection will be made of readily accessible areas of the building or buildings and is limited to visual observations of apparent conditions existing at the time of the inspection only. The standard inspection only includes items and systems expressly and specifically identified as follows: Roof, Exterior, Foundation, Structure, Plumbing, Electrical, Heating, Fireplace, Air Conditioning, Ventilation, Insulation, and Interior. Optional items such as Swimming Pools, Spas, Saunas, Solar Systems, EIFS, etc. may be added to the inspection but must be specifically called out on the inspection order to be included.

2. The inspection and report will be performed in a manner consistent with the Standards of the American Society of Home Inspectors (ASHI). The inspection is completed at the site or shortly thereafter and all information will be conveyed to you or your representative at that time. The inspection and report are performed and prepared for the sole, confidential, and exclusive use and possession of the Client. Company accepts no responsibility for use or misrepresentation by third parties. This contract and inspection are subject to the limitations noted in the report and the exclusions noted in the above standards. The inspector is a licensed NJ Home Inspector # 24 GI 00015500, and, as such, is subject to the further statutes and regulations as contained in The Home Inspector Advisory Committee published by the NJ Department of Law and Public Safety @2002.

3. Cost estimates, if quoted in the report, are estimates based upon the inspector's judgment or a range of prices in the local vicinity and are not to be used for purposes of contractual negotiations without being further verified by an actual contractor or practitioner of the particular trade in question.

4. Items and systems NOT included in the inspection or report are as follows, but not limited to: computer or networking systems, satellite antennae, cable TV systems or components, underground utilities, wells, springs, personal property, sprinkler or irrigation systems, playground equipment, security systems, cosmetic conditions, central vacuum, elevators, septic tanks, buried oil tanks, drain fields, water softeners, cesspools, detached buildings.

Some items may only be tested on a seasonal basis such as air conditioning equipment when the temperature is below 60 degrees within 24 hours of inspection. Thermostats and timers are not tested for calibration or accuracy. Air conditioners are not tested with pressure gauges. Appliances are not checked for quality of operation. For example, a dishwasher is tested for its ability to fill with water and drain only. A garbage disposer is checked for operation only, not for its ability to grind debris, etc, etc. The inspector is not required to move or dismantle any items, which impede access or visibility in any area. Major deficiencies, which are latent or concealed, are specifically excluded from the inspection. The inspection is NOT intended to be technically exhaustive.

5. The inspection /report is NOT a compliance inspection for past or present governmental codes or regulations of any kind. Company may indicate an item's or system's estimated life expectancy but such estimates are generalizations and actual life or performance may vary widely.

6. The standard inspection report does not address nor is it intended to address the possible presence or danger from contaminants such as (but not limited to) ASBESTOS, RADON GAS, LEAD PAINT, UREA FORMALDEHYDE, TOXIC CHEMICALS, AIRBORNE MOLD, MILDEW, BACTERIA or FUNGUS, or ILLNESSES ASSOCIATED WITH ANY AND ALL POTENTIALLY HARMFUL SUBSTANCES. If such testing is ordered and part of this report, our liability is limited to the performance of the given test, ALL RESULTS are the responsibility of the individual testing lab where samples are submitted for analysis.

7. This inspection report is not intended to be used as a guarantee or warranty, expressed or implied, regarding the adequacy, performance, longevity, or condition of any inspected item or system. The inspection and report are not intended to reflect the value of the premises, nor to make any representation as to the advisability or inadvisability of purchase or the suitability for use.

8. The inspection /report is not a certification of any kind. Company shall not be construed as insuring against any defects or deficiencies not contained in the inspection report and subsequently discovered by the client. The inspection is not an insurance policy.

9. The parties hereby agree, that the maximum liability for the Company, its employees or agents, is limited to an amount not to exceed the fee paid for the inspection service. Company will not be held liable for any claims if repairs or replacements are made or money spent without notifying the Company so that it can re-inspect the item or area in question.

If the Client feels that they have a claim, he or she agrees to immediately submit the claim, in writing, to the Company outlining their grievances with the service. Communications must be consistent with the party who originally accompanied the inspector on the inspection in any attempt to resolve the claim. The parties further agree that any claim arising out of or related to this contract, or any breach thereof, shall be settled by Arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon award rendered by the arbitrators may be entered in any court having jurisdiction. Disputes settled without favor to the client will mandate a payment of reinspection time, fees, including but not limited to reasonable attorney fees, and arbitration costs.

10. Payment is due and payable upon completion of the on-site inspection, whether entire report is delivered at that time or not. There will be a 45.00 charge for any form of payment which is subsequently dishonored. Payment terms are by check, cash, or money order. No credit is accepted or granted by Company. Client will be responsible for payment of any expenses incurred by Company for collection, returned check fees, or unaccepted credit.

The agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. The agreement shall be binding upon and enforceable by the parties, and their heirs, executors, administrators, successors, and assigns.

THE ABOVE IS UNDERSTOOD AND AGREED TO BY THE UNDERSIGNED:

CLIENT OR REPRESENTATIVE PRINT :

COMPANY: ENGINPECT