



FMA PROPERTY INSPECTIONS

726 Route 202 South
Suite 320-178
Bridgewater, New Jersey 08807
Tele: (908) 725-3868
Fax: (908) 725-5493

Frank J. Minnella, LHI
NJ License #24GI0563

www.fm-associates.net

Date:

To:

Re:

Thank you for hiring FM Associates Property Inspections to be your home inspection professional. We hope that you were pleased with the quality of our service, and that you would recommend us to others. Please read the attached agreement carefully, and call us with any questions that you might have. We would like to remain your home consultant indefinitely, and would be happy to assist you in any way that we can. We sincerely hope that you and your family will be happy and healthy in your new home and addition. Attached you will find the home inspection pre-agreement. Please have it reviewed and signed at the start of the inspection.

If there are any questions, please feel free to contact me.

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NJ License #24GI0563

You have requested the following services.

- Home Inspection Termite Inspection Radon Test
 Air Quality Test: Mold Swab: Pool Inspection: Pre Listing Inspection New Construction Inspection

Pre-Inspection Agreement

between

and

FMA Property Inspections
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Tele: (908) 725-3868
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for Property Inspection at

Attached Pages:

Property Data and Fee Structure
Terms and Conditions

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Pre-Inspection Agreement

Property Data and Fee Structure

PLEASE READ THE AGREEMENTS CAREFULLY BEFORE SIGNING

Agreement Date:

Client Name:

Realtor name, address, and phone [if any]: Copy of Report to Realtor Clients Initials

Client mailing address:

Email:

Client daytime phone:

Address of property to be inspected:

Inspection date:

Services to be rendered: Home Inspection Termite Inspection Radon Test
 Air Quality Test: Mold Swab: Pool Inspection: Pre Listing Inspection New Construction Inspection

Notes

The total fee will be

To be paid at time of inspection.

Terms and Conditions for Home Inspection

THIS AGREEMENT made and entered into on the Agreement Date indicated above, by and between the above named Client and the undersigned FM Associates Property Inspections, L.L.C., hereinafter referred to as "FM Associates Property Inspections, L.L.C."

FM Associates Property Inspections, L.L.C. will provide the following services to Client based on the fee above:

A visual inspection of the subject property shall be performed by the Inspector for the Client in accordance with the New Jersey Administrative Code 13:40 - 15.16 STANDARDS OF PRACTICE

(1) And will include the following: Structural, plumbing, hot water, heating and air conditioning, electrical, kitchen and appliances, general interior (including ceilings, walls, floors, windows, and fireplace/chimney), insulation and ventilation, general exterior (including roof, gutter system, chimney, drainage and grading).

(2) Provide a written report of FM Associate's visual inspection observations. The purpose of this inspection report is to identify and disclose visually observable major deficiencies of the inspected systems and items at the time of the inspection only. Detached buildings are not included unless otherwise identified in this agreement.

The inspection is not a Building Code Inspection, title examination, mold inspection, radon test, lead test, asbestos test or wood destroying insect inspection. FM Associates Property Inspections, L.L.C. does not offer an opinion as to: (a) the advisability or inadvisability of the purchase, sale, or repair or replacement of the property or its components such as, but not limited to, appliances, carpeting, heating, ventilating, and air conditioning equipment and ducts; (b) the property's value; or; (c) the property's potential use.

The Inspection fee, and any report based on the inspection, is based on a single visit to the property. Additional fees may be charged for any subsequent visits required by the Client. If FM Associates Property Inspections, L.L.C. is called upon to prepare for litigation or give testimony as a result of the Inspection and the report, additional fees shall be charged at FM Associate's then currently fees for any time spent, including, but not limited to, research, consultation, additional inspection and research time, additional fees, preparation of reports, travel, time waiting to testify and court appearances or depositions.

The inspection report is based on the condition of the Subject Property existing and apparent at the precise time and exact date of the inspection. Not all conditions may be apparent on the inspection due to weather conditions, inoperable systems, and inaccessibility of areas of the Subject Property, or for other reasons. The Client understands and agrees that FM Associate's inspection can report only visually observable major deficiencies of the inspected systems and items at the time of the inspection only.

FM Associates Property Inspections, L.L.C. is not responsible or liable for the non-discovery of any deficiencies of the inspected systems and items or other conditions of the Subject Property, or any other problems, which may occur or may be evident after the inspection date. FM Associates Property Inspections, L.L.C. is neither an insurer nor guarantor against deficiencies of the inspected systems, or other defects in the Subject Property and improvements, systems, or components inspected. FM Associates Property Inspections, L.L.C. makes no warranty, express or implied, as to the fitness for use or condition of the systems or components inspected. FM Associates Property Inspections, L.L.C. assumes no responsibility for the cost of repairing any deficiencies of the inspected systems, or any other defects or conditions. FM Associates Property Inspections, L.L.C. is not responsible or liable for any future system problems, or any other future failures or repairs.

FM Associates Property Inspections, L.L.C. and its employees are limited in liability to the fee paid for the inspection report in the event that Client or any third party claims the FM Associates Property Inspections, L.L.C. is in any way liable for negligently performing the inspection or testing, or preparing the Inspection Report, or for any other reason or claim that FM Associates Property Inspections, L.L.C. has not fully satisfied all its obligations hereunder. Client hereby agrees to indemnify, defend and hold harmless FM Associates Property Inspections, L.L.C., if any third party brings claim against FM Associates Property Inspections, L.L.C. relating to the inspection and or the Inspection Report.

The laws and jurisdiction of the State of New Jersey govern this agreement. Any controversy or claim between the parties hereto, arising directly or indirectly out of, connected with, or relating to the interpretation of the Agreement, the scope of the services, the actual inspection services rendered by FM Associates Property Inspections, L.L.C., The Inspection Report provided to the Client by FM Associates Property Inspections, L.L.C., or any other matters of any kind involving any act or omission performed under this Agreement, or promises, representations, or negotiations concerning duties of FM Associates Property Inspections, L.L.C. hereunder, shall be submitted to arbitration in accordance with the applicable rules of the American Arbitration Association. The parties shall mutually appoint an arbitrator who is knowledgeable and familiar with the property inspection industry. Judgment on any award may be entered in any court having jurisdiction, and the arbitration decision shall be binding on all parties. Secondary or consequential damages are specifically excluded.

In the event that any dispute arises out of the Inspection report, and proceedings are commenced by the Client, if the Client is unsuccessful in maintaining the claim in arbitration or elsewhere, then the Client shall be liable to FM Associates Property Inspections, L.L.C. for all charges, expenses, costs and legal fees incurred by FM Associates Property Inspections, L.L.C. on a complete indemnity basis, including a reasonable fee for all the time spent by FM Associates Property Inspections, L.L.C., FM Associate's personnel or sub contractors/consultants in investigating, research, preparation for, and attendance at arbitration or court hearings and examinations.

Any claims must be presented to FM Associates Property Inspections, L.L.C. in hand by certified U.S. mail or suitable proof of delivery within one (1) year from the date of the Inspection. FM Associates Property Inspections, L.L.C. shall have no liability for any claims presented one (1) year after the date of the inspection. Client guarantees FM Associates Property Inspections, L.L.C. a right to examine the subject matter and area of any claim and offer a resolution prior to Client's performance of remedial measures (except in the event of an emergency, or to protect for personal safety, or to reduce avoid damage to property). This is a condition precedent to Client's claim.

This Agreement and the documents referred to herein constitute the entire Agreement between the parties hereto, and supersede any and all prior representations, discussions, or agreements, whether written or oral. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to, in writing, and signed by the parties hereto. If any provision of this agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

THE INSPECTION and the INSPECTION REPORT DO NOT CONSTITUTE A WARRANTY, GUARANTEE OR INSURANCE POLICY OF ANY KIND. There are no warranties, guarantees or insurance available or provided by FM Associates Property Inspections, L.L.C..

Having read and fully understanding the Agreement, I (we) hereby authorize the inspection and testing of the Subject Property.

Client Signature



FM Associates Property Inspections Signature