



# Checkpoint Home Inspection

248 Dogwood Dr Bayville NJ 08721  
NJ LIC. # 24GI00182400  
NJ DEP MET 14090

## Checkpoint Home Inspection LLC -- Agreement

Rev 8-18-21

Inspected Property: \_\_\_\_\_

Inspection Date \_\_\_\_\_ Time: \_\_\_\_\_ ( ) AM ( ) PM

Client(s) Name: \_\_\_\_\_

Clients E mail \_\_\_\_\_

Client(s) Present Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Inspected By: Brian Carlin

Name	Email	Initials
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Additional People to receive a Copy of the report:1) \_\_\_\_\_, 1) \_\_\_\_\_, \_\_\_\_\_  
 2) \_\_\_\_\_, 2) \_\_\_\_\_, \_\_\_\_\_

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between \_\_\_\_\_ (hereinafter "INSPECTOR") and the undersigned ("CLIENT"), collectively referred to herein as "the Parties." The Parties understand and voluntarily agree as follows:

1. **Permission to Enter Property:** The CLIENT is responsible for ensuring that the INSPECTOR has permission to enter the Inspected Property to perform the home inspection on the date scheduled. The INSPECTOR is not responsible for any disruption in the inspection process caused by construction, renovations, painting, cleaning, or any other activity occurring at the Inspected Property at the time of the inspection.

2. **Assumption of Risk of Injury:** The INSPECTOR has no knowledge or information concerning the conditions of the Inspected Property and will not see any conditions until the time of the home inspection. The CLIENT is encouraged to attend the home inspection but assumes all risks and responsibility for any injury (including, but not limited to, personal injury, bodily injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that CLIENT may experience or incur in connection with attending the home inspection. CLIENT releases, discharges, and holds harmless INSPECTOR, its employees, agents, and representatives, of and from any such claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating to attending the home inspection.

3. **Scope of Services:** The INSPECTOR agrees to provide professional home inspection services to the CLIENT in conformance with the provisions of N.J.A.C. §13:40-15.16 ("NJ Standards"), and this Agreement. Home Inspectors, including the INSPECTOR, are governed by the rules in the New Jersey Administrative Code contained at N.J.A.C. §13:40-15.2, et al., and the INSPECTOR shall comply with these rules. Failure to comply with these rules may subject the INSPECTOR to discipline. Although the INSPECTOR agrees to follow the NJ Standards, CLIENT understands that these Standards contain limitations, exceptions, and exclusions. CLIENT understands that InterNACHI is not a party to this Agreement and has no control over the INSPECTOR or representations made by the INSPECTOR and does not supervise the INSPECTOR. The inspection is a limited visual, functional, non-invasive inspection, performed 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 accessible elements of the following systems and components of a residential building: structural; exterior; roofing; plumbing; electrical; heating; cooling; interior; insulation; and ventilation, fireplaces and solid fuel burning appliances, as described more fully in N.J.A.C. §13:40-15.16(c), but excluding recreational facilities and outbuildings other than garages or carports. The purpose of the home inspection is to identify and report on

material defects found in those systems and components. A **material defect** is a condition, or functional aspect, of a structural component or system that is readily ascertainable during a home inspection that substantially affects the value, habitability, or safety of the dwelling, but does not include decorative, stylistic, cosmetic, or aesthetic aspects of the system, structure, or component.

4. **Home Inspection Report:** The CLIENT and the INSPECTOR agree that the INSPECTOR will prepare a home inspection report that shall: (a) disclose those systems and components which are/were designated for inspection pursuant to the NJ Standards and are/were present in the Inspected Property at the time of the inspection, as well as those systems and components which are/were present at the time of the inspection but are/were not inspected and the reason(s) they were not inspected; (b) describe the systems and components as defined in N.J.A.C. §13:40-15.16; (c) state and identify what material defects were found in the previously described systems and components; (d) state the significance of the findings; and (e) provide recommendations regarding the need to repair, replace and/or monitor a system and/or component, or obtain examination and analysis by a qualified professional, tradesperson and/or service technician.

5. **General Exclusions:** An inspection **IS NOT** technically exhaustive. An inspection **WILL NOT** identify concealed or latent defects, deal with aesthetic concerns or what could be deemed matters of taste, cosmetic defects, etc. An inspection **DOES NOT** include items not permanently installed. The inspection services **DO NOT INCLUDE** any action, system or component specifically excluded from the scope of work in any provision of the NJ Standards. The INSPECTOR **IS NOT REQUIRED TO:** (a) enter any area or perform any procedure which is, in the opinion of the INSPECTOR, unsafe and likely to be dangerous to the INSPECTOR or other persons; (b) enter any area or perform any procedure which will, in the opinion of the INSPECTOR, likely damage the Inspected Property or its systems or components; (c) enter any area which does not have at least 24 inches of unobstructed vertical clearance and at least 30 inches of unobstructed horizontal clearance; (d) identify concealed conditions and latent defects; (e) determine life expectancy of any system or component; (f) determine the cause of any condition or deficiency; (g) determine future conditions that may occur including the failure of systems and components including consequential damage; (h) determine the operating costs of systems or components; (i) determine the suitability of the Inspected Property for any specialized use; (j) determine compliance with codes, regulations and/or ordinances; (k) determine market value of the Inspected Property or its marketability; (l) determine advisability of purchase of the Inspected Property; (m) determine the presence of any potentially hazardous plants, animals or diseases, or the presence of any suspected hazardous substances or adverse conditions including, but not limited to: mold; fungus; toxins; carcinogens; noise; contaminants in soil, water, or air; asbestos; radon; lead; urea formaldehyde; toxic or flammable chemicals; water or air quality; PCBs; electromagnetic fields; hazardous materials associated with leaks from underground storage tanks; proximity to toxic waste sites or sites being monitored by any state or federal agency; carbon monoxide; the presence of or any hazards associated with the use or placement of contaminated drywall at the Inspected Property; or any other environmental or health hazards; (n) determine the presence or effectiveness of any system installed or method utilized to control or remove suspected hazardous substances; (o) operate any system or component which is shut down or otherwise inoperable; (p) operate any system or component which does not respond to normal operating controls; (q) operate shut-off valves; (r) determine whether water supply and waste disposal systems are public or private; (s) insert any tool, probe or testing device inside electrical panels; (t) dismantle any electrical device or control other than to remove the covers of main and sub panels; (u) walk on unfloored sections of attics; (v) light pilot flames or ignite or extinguish fires; or (w) inspect, identify, or disclose ancillary electrical devices and/or systems, such as, but not limited to, Arc Fault Circuit Interrupters (AFCIs), standby generators, and photovoltaic (solar) panels. The INSPECTOR **IS NOT REQUIRED TO DETERMINE** whether any system or component of the Inspected Property has been affected by the illegal manufacture, distribution, storage, possession or sale of any illicit drugs, products or by-products, including, but not limited to, methamphetamines, and including any and all chemicals, tools, household fixtures or appliances used to facilitate such illegal activities. The CLIENT and the INSPECTOR agree that the scope of the inspection to be performed pursuant to this Agreement **DOES NOT INCLUDE** decay of the interior of logs in log walls, log foundations or roofs, or similar defects in log homes, log structures or similar log construction. The CLIENT and the INSPECTOR agree that the INSPECTOR **IS NOT REQUIRED TO PERFORM** any action or task specifically excluded from the scope of a general home inspection as contained in the NJ Standards, whether or not specifically identified herein.

6. **No Liability for Third-Party Service Providers:** The INSPECTOR may, where appropriate, recommend third-party service providers to supply goods and/or services to CLIENT in accordance with the home inspection services. CLIENT understands and agrees that the INSPECTOR bears no legal or contractual responsibility to the CLIENT for any actions or inactions of any such third-party service provider. No third-party service provider shall have the authority to incur or create any liability or obligation in the name of the INSPECTOR, or for which the INSPECTOR shall be liable to another.

7. **No Liability for Third-Party Reliance on Inspection Report:** The inspection and home inspection report are for the use of CLIENT only. INSPECTOR may also provide a copy of the home inspection report to the CLIENT'S real estate agent or attorney. INSPECTOR has permission to discuss observations with real estate agents, owners, repair persons, and other interested parties only with written consent of CLIENT. CLIENT shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility for use or misinterpretation of the content of the report by third parties, and third parties who rely on it in any way do so at their own risk and release INSPECTOR from any liability whatsoever.

8. **Inspection Fee & Additional Fees:** The Inspection Fee identified above is due prior to or immediately upon completion of the physical inspection of the Inspected Property. If the Inspection Fee is not paid as required herein, the INSPECTOR has no obligation to release the home inspection report, or any other information concerning the inspection or the Inspected Property, until the Inspection Fee is paid in full. All

expenses incurred in collecting any overdue payments or returned checks are the responsibility of the CLIENT. There is a \$50.00 service charge for returned checks. A finance charge of one and one-half percent (1.5%) per month, eighteen percent (18%) per year, will apply to all obligations not paid pursuant to the terms contained herein. CLIENT agrees that in addition to any service charges or interest, the CLIENT shall be responsible for all legal fees and costs incurred by the INSPECTOR to collect the fees due under this Agreement. The CLIENT agrees that the provisions of Paragraph 11 of this Agreement do not apply to any legal fees and costs incurred by the INSPECTOR to collect the fees due.

9. **Responsibility for Return Inspections:** The CLIENT understands that if any systems and/or components of the Inspected Property cannot be inspected due to unforeseen circumstances during the inspection it is the CLIENT'S duty to contact the INSPECTOR should the CLIENT want the INSPECTOR to return to the Inspected Property later to inspect those systems and/or components. Any systems and/or components not inspected due to unforeseen circumstances will be identified in the report.

10. **Severability:** If any portion of this Agreement is found to be invalid or unenforceable by any court the remaining terms shall remain in force between the Parties. The indemnities and assumptions of liabilities and obligations herein shall continue in full force and effect after and notwithstanding the termination of this Agreement.

11. **Systems & Components Not Inspected By Agreement:** The CLIENT and the INSPECTOR agree that the following systems and/or components of the Inspected Property are specifically excluded from the inspection at the request of the CLIENT:

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Initial \_\_\_\_\_

12. **Responsibility for Return Inspections:** The CLIENT understands that if any systems and/or components of the Inspected Property cannot be inspected due to unforeseen circumstances during the inspection it is the CLIENT'S duty to contact the INSPECTOR should the CLIENT want the INSPECTOR to return to the Inspected Property later in time to inspect those systems and/or components. Any systems and/or components not inspected due to unforeseen circumstances will be identified in the Home Inspection Report. The fee for the INSPECTOR to return to the Inspected Property is \$\_\_\_175\_\_\_\_\_.

13. **Disclaimer of Warranties:** Unless specified in this Agreement, all express or implied conditions, representations, and warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement are disclaimed, except to the extent that these disclaimers are held to be legally invalid.

14. **Notice of Claims:** The CLIENT agrees that any claim for failure of the INSPECTOR to fulfill its obligations under this Agreement shall be made in writing to the INSPECTOR upon discovery. The CLIENT also agrees to allow the INSPECTOR ten (10) days to come to the Inspected Property to observe, photograph, inspect and evaluate any condition complained of by the CLIENT to the INSPECTOR and not to make, or allow others to make, any alteration to the claimed condition until the INSPECTOR has had the opportunity to inspect and evaluate the claimed condition.

15. **Governing Law & Jurisdiction:** All issues and questions concerning the construction, validity, enforcement, and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the state where the Inspected Property is situated, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the state where the Inspected Property is located. The parties agree that any litigation arising out of this Agreement, or any services provided by the INSPECTOR shall be filed only in the court having jurisdiction in the county in which the INSPECTOR has its principal place of business.

16. **LIMITATION ON TIME TO INITIATE ANY LEGAL ACTION:** Any legal action, dispute, controversy, interpretation, or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the inspection or the home inspection report must be initiated within one (1) year from the date of the delivery of the home inspection report to the CLIENT, regardless of when the CLIENT first discovers the facts supporting such possible claims as identified herein. Failure to initiate said action within one (1) year of the date of services shall be a complete bar to any such action a full and complete waiver of any rights, actions or causes of actions that may have arisen thereon. This period may be shorter than otherwise provided by state law.

17. **No Assignments Permitted:** CLIENT may not assign all or any portion of his/her/their rights or obligations under this Agreement. Subject to the preceding, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties hereto and their respective heirs, legal representatives, successors, and assigns. This Agreement does not create and shall not be construed or deemed to create any rights or benefits enforceable by or for the benefit of any person or entity other than the Parties hereto and their respective heirs, legal representatives, successors, and assigns.

18. **Entire Agreement:** This Agreement represents the entire agreement between the parties. No oral agreements, understandings, or representations shall change, modify, or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be

binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever.

19. **Acceptance of Terms:** CLIENT agrees that he/she/they have read, understand, and agree to all the terms and conditions on all pages of this Agreement, including the limitations and exclusions, and agree(s) to pay the fee shown according to the terms stated herein. The CLIENT can consult with legal counsel, or any other person or entity, before signing this Agreement. CLIENT acknowledges that if CLIENT does not agree with any of the terms of this Agreement, CLIENT has the option to retain another inspection company.

**Service Requests:**

**INSPECTION FEE:** \$ \_\_\_\_\_ **Radon Fee -**\$ \_\_\_\_\_ **Yes** \_\_\_\_\_ **No** \_\_\_\_\_ **WDO FEE-**\$ \_\_\_\_\_ **Yes** \_\_\_\_\_ **No** \_\_\_\_\_

**Mold or Indoor Air Quality:** \$ \_\_\_\_\_ **Oil Tank Sweep** \$ \_\_\_\_\_ **Sewer Scope Video Inspection** \$ \_\_\_\_\_

**Total services** \$ \_\_\_\_\_ **Tax exempt**

**ACKNOWLEDGEMENT:** I, the undersigned, have carefully read the preceding Inspection Agreement and Description and fully understand and agree with the limitations, exclusions and terms described.

**CLIENT'S Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CLIENT'S Name:** \_\_\_\_\_  
Please Print

**INSPECTOR'S Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**INSPECTOR'S Name:** \_\_\_\_\_

**Checkpoint Home Inspection 248 Dogwood Dr Bayville NJ 08721 551-777-3774**