

PRE-INSPECTION AGREEMENT

INSPECTION COMPANY NAME AND ADDRESS: Advanced Septic Inspections LLC,
286 Houses Corner Road, Sparta, NJ 07871

ADDRESS PROPERTY TO BE INSPECTED: _____

CLIENT NAME AND ADDRESS: _____

DATE AND TIME OF INSPECTION: _____

---- PLEASE READ BOTH PAGES CAREFULLY ----

This is a binding contract (hereinafter the "Agreement") between the Client and Inspection Company named above. Client authorizes Company to provide the following services at the Property and agrees to pay the price stated. (Please Note: this Agreement must be signed by Client and Inspection Company before the start of the Inspections):

----- ONLY THOSE SERVICES CHECKED OFF WITH A WRITTEN PRICE WILL BE PROVIDED -----

- 1. Waste Disposal System (septic and/or cesspool) Price: \$ _____
- 2. Pumping of treatment tank for inspection. Price: \$ _____

Please note that the price reflected is for 1000 gallon tanks, as tank size is generally not known prior to inspection. There is an additional pumping charge of 25 cents per gallon above the initial 1000 gallons. **Customer Initial** _____ Price: \$ _____
Total: \$ _____

By signing below, I agree to the above services and agree to pay the current fees associated with those services.

CLIENT's Signature

COMPANY's Signature

INSPECTION REPORT DISTRIBUTION: The Company will issue the Inspection Report to the Client only and the Inspection Report is the confidential property of the Client. The Company shall retain this Agreement and the Inspection Report for five (5) years.

If the Client desires to have his/her agent receive a copy, please initial: _____

IMPORTANT LIMITATIONS AND EXCLUSIONS OF THIS AGREEMENT ARE SET FORTH BELOW AND ON THE SECOND PAGE. PLEASE READ THEM CAREFULLY. PLEASE FEEL FREE TO ASK ANY QUESTIONS.

I HAVE READ AND AGREED TO THE TERMS, LIMITATIONS AND EXCLUSIONS FOUND ON **PAGE 2** OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE LIMITATION OF LIABILITY; ARBITRATION CLAUSE; AND ONE YEAR TIME PERIOD TO INITIATE A LEGAL ACTION SET FORTH IN PARAGRAPHS 2, 3 & 4. I UNDERSTAND THAT I HAVE THE RIGHT TO HAVE AN ATTORNEY OF MY CHOICE REVIEW THIS AGREEMENT BEFORE I SIGN IT. I UNDERSTAND THAT IF I DO NOT AGREE WITH ANY OF THE TERMS, LIMITATIONS AND EXCLUSIONS OF THIS AGREEMENT I DO NOT HAVE TO SIGN THIS AGREEMENT. RATHER, I MAY NEGOTIATE WITH THE COMPANY OR HIRE ANOTHER COMPANY TO PERFORM THE INSPECTION.

CLIENT's Signature

COMPANY's Signature

IMPORTANT LIMITATIONS AND EXCLUSIONS OF THE PRE-INSPECTION AGREEMENT

Any person who accepts, uses or relies on the Inspection Report for any purpose whatsoever, agrees to and accepts all of the limitations and exclusions of this Agreement.

CLIENT and COMPANY (Company is also defined to include any and all inspectors who perform the inspections as an employee or independent contractor of the Company, As well as any agents, employees, heirs or assigns of the Company) agree to the following limitations and exclusions:

1. The Onsite Wastewater Treatment System Inspection shall include, if applicable to the Subject Property, inspection of the following components: the treatment tank, the conveyance system, and the absorption area. Interior plumbing is not part of this inspection with the exception of verification of connection to the onsite system.

2. CLIENT AGREES TO LIMIT THE COMPANY'S LIABILITY TO THE CLIENT FOR ANY LOSS, DAMAGE OR EXPENSE INCURRED BY THE CLIENT AS A RESULT OF THE COMPANY'S WORK ON THE SUBJECT PREMISES WHICH IS THE SUBJECT OF THIS CONTRACT, INCLUDING BUT NOT LIMITED TO ANY LOSS, DAMAGE OR EXPENSE, FOR NEGLIGENT ACTS, ERRORS, OMISSIONS, BREACH OF CONTRACT OR ANY CLAIMS AVAILABLE TO CLIENT WITH THE EXCEPTION OF CLAIMS FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE COMPANY'S MAXIMUM LIABILITY SHALL BE LIMITED TO THREE (3 TIMES) THE FEE PAID TO COMPANY FOR THE INSPECTION AT ISSUE, AND THIS LIABILITY SHALL BE EXCLUSIVE.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR ANY AND ALL: DAMAGED PROPERTY, LOSS OF USE OF THE PROPERTY, REPAIR OR REPLACEMENT OF PROPERTY, LOST PROFITS, CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES AND GOVERNMENTAL FINES AND CHARGES, PUNITIVE DAMAGES AND ATTORNEYS FEES AND COURT COSTS. IF REQUESTED BY CLIENT, COMPANY MAY ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON AND NEGOTIATED BY CLIENT AND COMPANY. IF COMPANY AND CLIENT SO AGREE, A RIDER WILL BE ATTACHED TO THIS AGREEMENT.

CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT THERE ARE NUMEROUS FACTORS WHICH AFFECT THE INSTALLATION, OPERATION AND MAINTENANCE OF ONSITE WASTEWATER TREATMENT SYSTEMS AS THE SAME WERE EXPLAINED BY THE COMPANY. BY INITIALING BELOW THIS PARAGRAPH, COMPANY'S INSPECTIONS AND THE INSPECTION REPORT ARE IN NO WAY TO BE CONSIDERED AS A GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE PRESENT OR FUTURE CONDITION OF THE SUBJECT SYSTEM(S) FOR ANY PERIOD OF TIME OR FOR ANY PARTICULAR LOADING OR USAGE. ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY EXCLUDED BY THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT CONDITIONS OF THE SUBJECT SYSTEM(S) ON THE DATE OF THE INSPECTIONS MAY CHANGE AND REQUIRE SUBSEQUENT REPAIR OR REPLACEMENT.

3. Any controversy or claim arising out of or relating to this Agreement, the inspections performed hereunder or the inspection report shall be submitted to final and binding arbitration under the American Arbitration Association in the State of New Jersey and are subject to New Jersey Law, and judgment on the award rendered by the arbitration panel may be entered in any court having jurisdiction hereof. If Client submits or files any lawsuit, claim or controversy with any Court or forum other than the American Arbitration Association, then Client agrees to pay all reasonable attorneys fees and costs incurred by Company in the defense of the lawsuit, claim or controversy. Notwithstanding the Rules and Procedures of the AAA, all Arbitrators' Fees shall be paid equally by the CLIENT and COMPANY.

4. NO SUIT OR ACTION SHALL BE COMMENCED HEREUNDER BY ANY CLAIMANT AFTER THE EXPIRATION OF ONE (1) YEAR FOLLOWING THE DATE ON WHICH THE COMPANY CEASED WORK ON THE PROPERTY MADE SUBJECT OF THIS AGREEMENT OR NO MORE THAN ONE YEAR FROM THE DATE IN WHICH SAID CLAIMANT KNEW OR SHOULD HAVE REASONABLY KNOWN THAT SUCH A CLAIM EXISTED. CLIENT GUARANTEES COMPANY THE RIGHT TO EXAMINE THE SUBJECT MATTER AND AREA OF ANY CLAIM PRIOR TO ANY REMEDIAL MEASURES OR REPAIRS.

5. The Client agrees to indemnify and hold the Company harmless from any and all liability, losses, claims, damages or suits, arising or alleged to have arose from the work made subject of this Agreement by any third-party(ies) who are not signatories to this Agreement but who have purchased the property made subject of this Agreement from the Client, excluding that resulting from the sole negligence of the Company. The Client agrees to reimburse the Company any and all costs or fees incurred by the Company as a result of defending said claims

6. This Agreement and all the covenants hereof shall inure to the benefit of and be binding upon the Client and the Company respectively. Neither the Client nor the Company shall have the right to assign or transfer his obligations, interest or rights under this contract without written consent of the other party.

7. The person signing this Agreement warrants and represents to Company that he or she is expressly authorized to sign this Agreement by the other spouse, if applicable, or by the person or entity purchasing the Subject Property, if applicable.

8. This Agreement represents the entire agreement between the Company and Client. No change or modification shall be enforceable unless it is negotiated by the CLIENT and the COMPANY, in writing and signed by all parties. If any provision of this Agreement is found to be invalid or unenforceable, such a finding shall not affect any other part of this Agreement. This Agreement shall be governed by the laws of the State of New Jersey.