



OIL TANK SWEEP AGREEMENT

Subject Property:

Service Date:

Service Time:

() AM () PM

Client(s) Name:

Client(s) Present Address:

Services Provided By: Edward Novak III NJ 24GI00151900

PLEASE READ THIS DOCUMENT AND ATTACHED ADDENDUM(S) CAREFULLY. IT CONTAINS PROVISIONS THAT LIMIT YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION. IF YOU HAVE ANY QUESTIONS REGARDING THE TERMS OF THIS PRE-INSPECTION AGREEMENT YOU SHOULD DISCUSS THEM WITH THE INSPECTOR PRIOR TO SIGNING THIS AGREEMENT.

The Client authorizes **Heartland Home Inspections LLC** hereinafter referred to as "the Company", to provide the following service(s) at the above identified Subject Property, and agrees to pay the price stated to the Company for the performance of the service(s) and issuance of any report(s).

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

() Oil Tank Sweep \$ () \$

() \$ () \$

() \$ () \$

The total fee for our service(s) is \$_____ Payment is expected before or at the time of services. All expenses incurred in collecting any overdue payments or returned checks are the responsibility of the Client.

Payment is made by: () Check No.

() Cash / Money Order No.

() Credit Card

REPORT DISTRIBUTION: The Client controls the distribution of all reports and authorizes the Company to release copies of the report or summary to the following: () CLIENT () CLIENT'S Real Estate Agent () CLIENT'S Attorney () Other:

NOTE: IMPORTANT LIMITATIONS AND EXCLUSIONS OF THIS OIL TANK SWEEP AGREEMENT ARE CONTAINED IN THE ATTACHED ADDENDUM ENTITLED LIMITATIONS AND EXCLUSIONS OF THE OIL TANK SWEEP AND REPORT. PLEASE THE READ THE ADDENDUM CAREFULLY. PLEASE FEEL FREE TO ASK ANY QUESTIONS. For all other services provided by the Company, if any, the terms and conditions of such services are contained in the additional attached Agreements and/or Addendums.

I have read and agree to each of the terms, conditions, limitations and exclusions of this Agreement and the attached addendum(s).

Client's Signature: _____

Date: _____

Client's Name: _____

Please Print

Client's Signature: _____

Date: _____

Client's Name: _____

Please Print

LIMITATIONS AND EXCLUSIONS OF THE OIL TANK SWEEP AND REPORT

CLIENT AND COMPANY (Company is also defined to include any and all persons who perform the contracted-for services as an employee or independent contractor of the Company) agree to the following terms and conditions:

1. **Client Attendance and Permission to Access Subject Property:** The Client acknowledges that Client and/or any authorized representative has been encouraged to attend and participate in the oil tank sweep and recognizes that failure to do so may result in less than a complete understanding of the findings. The Client further acknowledges that such participation is at the Client's own risk. The Client warrants that permission has been secured for the Company to enter and perform the oil tank sweep at the Subject Property.
2. **Description of Services:** The Company agrees to perform a limited site investigation for any evidence of an out-of-service or abandoned, #2 fuel oil, underground storage tanks that may be present at the Subject Property. The investigation is limited by the exceptions and exclusions as contained in this Agreement. A magnetic survey will be conducted over a 30' perimeter of the house structure using the Fisher FML-3 Magnetic Locator or the Fisher TW-6 locator. The magnetometer utilizes two sensors that detect the magnetic field generated by ferromagnetic objects. The difference in magnetic field strength between the two sensors indicates a magnetic field generated by ferromagnetic objects. The presence of a difference in sensor readings indicates anomalous conditions that are manifested by a signal meter indicating strength and polarity.
3. **Exclusions:** The Company **IS NOT REQUIRED TO** determine the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. Such environmental concerns and hazards include, but are not limited to: fuels of any kind; asbestos; radon; lead; urea formaldehyde; odors; toxic or flammable chemicals; water or air quality; PCBs or other toxins; electromagnetic fields; proximity to toxic waste sites or sites being monitored by any state or federal agency; carbon monoxide; or any other environmental or health hazards. The Company **IS NOT RESPONSIBLE FOR** the removal, excavation or remediation of any underground tank located by the Company. The Company's services **DO NOT INCLUDE** evaluation of any stains, discolorations, or other physical signs of any possible environmental contamination in the soil or the building materials at the Subject Property.
4. **BINDING ARBITRATION PROVISION. PLEASE READ CAREFULLY:** Any 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, ordinance, regulation or code, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the services provided to the Client by the Company shall be submitted to final and binding arbitration as conducted by and according to the Rules and Procedures of Construction Dispute Resolution Services, LLC. The decision of the arbitrator appointed by Construction Dispute Resolution Services, LLC shall be final and binding and judgment on the decision may be entered in any court of competent jurisdiction. **NOTICE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.**
5. **Disclaimer of Warranty:** The Client understands that the inspection and report do not, in any way, constitute a guarantee, warranty of merchantability or fitness for a particular purpose, express or implied warranty, or an insurance policy. Additionally, the services provided are not a substitute for any real estate transfer disclosures that may be required by law.
6. **Notice of Claims:** The Client agrees that any claim for failure of the Company to fulfill its obligations under this Agreement shall be made in writing to the Company upon discovery. The Client also agrees to allow the Company ten (10) days to come to the Subject Property to inspect and evaluate any condition complained of by the Client to the Company and not to make, or allow others to make, any alteration to the claimed condition until the Company has had the opportunity to inspect and evaluate the claimed condition, except in case of emergency.
7. **Choice of Law:** This Pre-Inspection Agreement shall be governed by New Jersey law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.
8. **LIMITATION ON TIME TO BRING LEGAL ACTION. PLEASE READ CAREFULLY:** Any legal action, 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, ordinance, regulation or code, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the services provided by the Company to the Client must be brought within one (1) year from the date the services are provided, regardless of when the Client first discovers the facts supporting such possible claims as identified herein. Failure to bring said action within one (1) year of the date of services shall be a complete bar to any such action and a full and complete waiver of any rights, actions or causes of action that may have arisen from the Agreement or the services provided. This time period may be shorter than otherwise provided by New Jersey law.

9. **LIMITATION OF LIABILITY. PLEASE READ CAREFULLY:** The Client understands and agrees that the Company is not an insurer and that the payment for the services is based solely on the value of the service provided by the Company in the performance of the oil tank sweep as described herein. Thus, the Client agrees that the sole and exclusive remedy for any claims against the Company, including claims for, but not limited to, breach of contract, 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 services provided by the Company to the Client, is limited to an amount equal to the service fee, as liquidated damages and not as a penalty. The Client releases the Company from any and all additional liability, whether based on contract, tort, or any other legal theory. The Client understands that he/she/they is/are free to consult with another professional if the Client does not agree to this provision. The Client and the Company further agree that the Client agrees to hold the Company harmless should the Company identify a suspected oil tank and after further, invasive investigation, an oil tank is not found at the Subject Property.

10. **Entire Agreement:** This Agreement and any subsequent report issued to the Client by the Company represent 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. The services are being performed for the exclusive use and benefit of the Client. The services, including any written report, are not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

16. **Confidentiality Provision and Agreement to Refrain from Social Media Posts Regarding the Company:** along with the inspection fee paid for the home inspection services and report, as further consideration the Client hereby agrees to refrain from making any posts or comments on any social media, message boards, online reviews or consumer advocacy websites related to the quality of the services provided by the Company, the manner of the performance of the Company's obligations to the Client, the terms of this Agreement, or the contents of the home inspection report.

12. **Client's Agreement & Understanding of Terms:** By signing this Agreement, the undersigned Client agrees that he/she/they have read, understand, and agree to all of the terms and conditions on all pages of this Agreement, including the provisions for arbitration, and limitations and exclusions, and agree to pay the fee shown according to the terms above. The Client understands that the Client has a right to have an attorney of the Client's choice review this Agreement before signing it. The Client understands that if the Client does not agree with any of the terms, conditions, limitations and/or exclusions set forth in this Agreement, the Client is free to not sign it. The Client understands that the Client may retain another provider to perform the services contemplated by this Agreement. The Client further understands that, should the Client not agree to the terms and conditions set forth in this Agreement, the Client may negotiate with the Company for different terms and conditions.

Client's Signature: _____ Date: _____

Client's Name: _____
Please Print

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