

ACCUspect Home Inspection Service, Inc. Inspection Agreement Form
THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT PLEASE READ IT CAREFULLY

4755 Bobolink Ter. Skokie, IL 60076

Office: 847.673.9200 Fax: 847.745.0404 IL. Lic# 0510000129 Exp. 11/30/16

Client & Spouse's Name: _____ Date: _____

Inspection Address: _____ City: _____ State: _____ Zip: _____

Current Address: _____ City: _____ State: _____ Zip: _____

E Mail Address: _____ Phone No. _____

Attorney's Name: _____ Email Address: _____

Realtor's Name: _____ Office Name: _____

Inspection Fee: _____ **Paid by:** _____ **Check** _____ **#** _____

Other: _____

Crawl Space: _____

Total Fee: _____

1. Client requests a limited visual inspection of the residential structure identified at the above address by ACCUspect Home Inspection services, Inc., there in after collectively referred as the "Company" and Client hereby represents and warrants that all approval necessary have been secured for Company's entrance on to the property.

2. Client warrants: (a) they have read the following Agreement carefully, (b) they understand they are bound by all the terms of this contract, and (c) they will read the entire inspection report when received and promptly call Company with any questions they may have, and have received a copy of this form.

3. Client understands that the inspection and inspection report are performed and prepared for their sole, confidential and exclusive use. Client agrees that they will not transfer or disclose any part of the inspection report to any other person with these exceptions ONLY: (a) one copy may be provided to the current seller(s) of the property, and their Attorneys but only upon the express condition that the seller(s) covenant to use the inspection report only in connection with Client's transaction, and agree not to transfer or disclose the report to any persons other than their real estate agent, and (b) one copy may be provided to the other real estate agent representing Client and/or a bank or other lender for use in Client's transaction only and (c) Client its Attorneys agents, and brokers. Client agrees to indemnify, defend and hold harmless Company from any third party claims relating to this inspection or inspection report.

4. The purpose of this inspection is that the Company agrees to perform a limited visual inspection of the residential structure at the above address and to provide Client with a written opinion as to the apparent general condition of the structure's components and systems, including identification of significant observable deficiencies as they exist at the time of inspection. The inspection will be performed in a manner consistent with the standards of *NAHI-National Association of Home Inspectors*. A copy of these Standards are included on the report CD, or given with the report if the report is in paper form. These standards can also be obtained by going to www.nahi.org. The inspection will also be performed in accordance with the Standards set forth in the Illinois Home Inspector Licensing Act.

5. The inspection only includes those systems and components expressly and specifically identified in the inspection report, including; inspecting the structural components including the foundation and framing if visible; inspect the exterior wall covering, flashing, trim, all exterior doors, attached decks, balconies, stoops, steps, porches, and their associated railings, the eaves, soffits, and fascias where accessible from the ground level, the vegetation, grading, surface drainage, and retaining walls on the property when any of these are likely to adversely affect the building, walkways, patios, and driveways leading to dwelling entrances; inspect the roof covering, the roof drainage systems, the flashings, the skylights, chimneys, and roof penetrations; inspect the interior water supply and distribution including all fixtures and faucets, the drain, waste and vent systems including all fixtures, the water heating equipment, the vent systems, flues, and chimneys, and fuel distribution systems, the drainage sumps, sump pumps, and related piping; inspect the service drop, the service entrance conductors, cables and raceways, the service equipment and main disconnects, the service grounding, the interior components of service panels and sub panels, the conductors, the over-current protection devices, installed lighting fixtures, switches, and receptacles, the ground fault circuit interrupters; inspect the installed heating equipment, the vent systems, flues, and chimneys; inspect the installed central and through-wall cooling equipment; inspect the insulation and vapor retarders in unfinished spaces, the ventilation of attics and foundation areas, the mechanical ventilation systems and fireplaces; and inspect the system components, the vent systems, flues, and chimneys. Any area, which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or any other things, or those areas/items, which have been excluded by the NAHI standards, and/or by agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions, which are concealed from view at the time of the inspection or exist in any area excluded from inspection by the terms of this agreement. Maintenance and other items may be discussed but will NOT form a part of the inspection report.

The following areas/items, systems and components are among those NOT included in the inspection:

Building code or zoning ordinance violation; systems or component installation; permit research; structural stability or engineering analysis, geological stability of soils, wave action or hydrological stability, or survey; termites or other wood destroying insects, rodents or other pests; dry-rot or fungus; latent or concealed defects; asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, water or air quality, mold, PCB's or other toxins and environmental hazards, electromagnetic fields; underground storage tanks; proximity to toxic waste sites or other environmental or health hazards; private water or sewage systems; pools, spas, hot tubs, saunas, steam baths, fountains other types of or related systems and components; repair cost estimates, condition of detached building or pools; building value appraisal; radio controlled devices; automatic gates; elevators, lifts, dumbwaiters; thermostatic or time clock controls; water softener

or purifiers; radiant heat systems; furnace heat exchanger; solar heating systems; gas appliances such as fire pits, barbecues, heaters and lamps. Main gas shut off valve. Any gas leaks; odors or noise; seismic safety; freestanding appliances, or personal property; Areas owned and maintained by a condominium association are not reported on; (common areas) security or fire safety systems; any adverse condition that may affect the desirability of the property; proximity to railroad tracks or airplane routes; boundaries, easements or rights of way; unique/technically complex systems or components; system or component life expectancy; adequacy or efficiency of any system or component; electrical load determination; items specifically noted as excluded in the inspection report; central alarms/smoke detectors; determining the flooding conditions of a basement.

6. Client understands that the inspection and inspection report do not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures, which may be required by law. **This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures.**

7. The written report to be prepared by Company shall be considered the final and exclusive findings of Company of the structure. Client understands and agrees they will not rely on any oral statements made by the Inspector prior to the assurance of the written report. Client further understands and agrees Company reserves the right to modify the inspection report for a period of time that shall not exceed forty eight (48) hours after the inspection report has first been delivered to Client.

8. Client understands and agrees that any claim arising out of or related to any act or omission of Company in connection with the inspection of the residential structure, as limited herein, shall be made in writing and reported to Company within ten (10) business days of discovery. Client further agrees to allow Company to reinspect the claimed discrepancy. Client understands and agrees that any failure to notify Company as stated above shall constitute a waiver of any and all claims Client may have against Company.

9. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be submitted to final and binding arbitration under the Rules and Procedures of the American Arbitration Association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The decision of the Arbitrator appointed there under shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction. In any arbitration or legal action in which we are found to be without fault, you agree to reimburse us for any attorney's fees incurred in any action arising out of this contract.

10. It is understood and agreed by and between the parties hereto that Company's and its officers', agents' or employees' LIMITATION OF LIABILITY for errors or omissions in the inspection report is limited and fixed to a refund of the fee paid for the inspection and inspection report. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this inspection and report. This liability is binding on client and client's spouses, heirs, principles, assigns and anyone else who may otherwise claim through client. Client assumes the risk of all losses greater than the refund of the fee paid for the inspection. Client agrees to immediately accept a refund of the fee paid as full settlement of any and all claims, which may ever arise from this inspection. Client understands that if client wants an inspection without a limit on liability to a refund of the fee paid for the inspection, client may pay an additional fee to receive a technically exhaustive inspection report without the limitation on liability.

Client understands that an TECHNICALLY EXHAUSTIVE INSPECTION without this LIMITATION OF LIABILITY is recommended by Company and will include inspection of the property by the following specialists: Roof, Electrical, Heating, and Air Conditioning, Plumbing, Electrical, Foundation, Fireplace & Pool (as applicable) Contractors, Geotechnical and Structural Engineers in addition to the Inspector. The fee for this inspection is Thirty Five Hundred Dollars PLUS ALL RESTORATION COSTS. This report will be completed within twenty business days. Client understands neither inspection includes any form of destructive examination or dismantling. All environmental studies and EPA inspections are excluded. Client declines technically exhaustive inspection. **Client's Initials X _____**

11. Any legal action or proceeding of any kind, including those sounding in tort or contract, against Company, or its officers, agents or employees, must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred. Time is expressly of the essence herein. **Client's Initials X _____**

12. Client understands and agrees that if they are not present at the time of the inspection and therefore do not sign this Agreement that this agreement will form a part of the inspection report and acceptance of the inspection report by Client shall and payment therefore will constitute acceptance of the terms and conditions of this Agreement. 12a. By signing this agreement you authorize ADT Security to call you at the phone number you have provided to discuss a special alarm system offer. To decline being contacted by ADT initial x.

13. If any portion of this Agreement is found to invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between parties.

14. 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 changes or modification is in writing and signed by the parties. This Agreement shall be binding upon and insure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

15. Receipt of Report: The Company's agreement to perform the Inspection is contingent on the Client's agreement to all the above terms, conditions and limitations. If this is not signed by the Client prior to or at the time the written Report is provided to the Client and/or the Client objects to any of the terms of this Agreement, Client shall return the written Report to the Company within three (3) days of the signing of the contract, and any fee that has been paid will be refunded to the Client. Failure to return the written Report within (3) days of its receipt and receipt of this contract form shall constitute full acceptance of all the terms of this agreement by the client.

I have read, understand and agree to all the terms and conditions of this contract and to pay the fee listed on the first page. The client also acknowledges receiving of a copy of this form and has signed this prior to the start of the inspection.

Dated _____ Signature of Client X _____ (Individually and as agent for spouse)

Dated _____ For the Company X 

Illinois License # 0510000129 Exp. 11/30/16