

# HOME INSPECTION AGREEMENT

**IMPORTANT NOTICE TO CLIENTS: THOROUGHLY READ THIS HOME INSPECTION AGREEMENT BEFORE SIGNING AS IT IS A BINDING LEGAL DOCUMENT WHICH ESTABLISHES THE RIGHTS AND OBLIGATIONS OF EACH PARTY. YOUR SIGNATURE SIGNIFIES YOUR ACCEPTANCE OF THESE TERMS.**

(1) Client(s): \_\_\_\_\_

(2) Date of Inspection: \_\_\_\_\_

(3) Location of Home: \_\_\_\_\_  
\_\_\_\_\_

(4) Type of Home: \_\_\_\_\_

(5) Purpose of Inspection: To visually examine the readily accessible systems and components of the home utilizing normal operating controls and access panels and report on whether such systems or components are, in the opinion of the Home Inspector, significantly deficient in performing their normal function within their intended purpose.

(6) Scope of Inspection: The Home Inspection will be conducted in accordance with the Standards of Practice established by the Illinois Office of Banks and Real Estate and will include the following systems and components (check those that apply):

- |                                    |                                               |
|------------------------------------|-----------------------------------------------|
| _____ Structural System/Foundation | _____ Heating System                          |
| _____ Exterior of the Residence    | _____ Cooling System                          |
| _____ Roof System                  | _____ Insulation/Ventilation                  |
| _____ Plumbing System              | _____ Fireplace/Solid Fuel Burning Appliances |
| _____ Electrical System            | _____ Interior of the Residence               |
| _____ Kitchen Appliances           | _____ Attic                                   |
| _____ Laundry Appliances           | _____ Basement/Crawlspace                     |
| _____ Radon Testing                | _____ Other _____                             |
| _____ EFIS Evaluation              | _____                                         |

\_\_\_\_\_ (initials)

**(7) Exclusions: Any item, system or component not expressly included in the Home Inspection in Paragraph 6 (above) is expressly excluded from the scope of this inspection. Although not an exhaustive list, the Client(s) acknowledge that following items are not included in this Home Inspection:**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"><li><b>*Alarm Systems</b></li><li><b>*Decorative or Ornamental Items</b></li><li><b>*Inaccessible Systems or Components</b></li><li><b>*Underground Installations</b></li><li><b>*Sanitary Pit(s)/Catch Basins</b></li><li><b>*Septic Systems/Cesspools</b></li><li><b>*Tests for Soil, Water or Air Quality</b></li><li><b>*Swimming Pools and Outdoor Grills</b></li><li><b>*Whirlpool-type tubs/spas/hot tubs</b></li><li><b>*Communications Equipment/Wiring</b></li><li><b>*Functionality of Smoke/CO Detectors</b></li><li><b>*Lightning arrest systems</b></li><li><b>*Fences/gates/landscape improvements</b></li></ul> | <ul style="list-style-type: none"><li><b>*Chimneys and Flues</b></li><li><b>*Waste Ejector Pump(s)</b></li><li><b>*Wells, pumps and well equipment</b></li><li><b>*Solar energy equipment</b></li><li><b>*EFIS surfaces (i.e Dryvitt®)</b></li><li><b>*Aesthetic defects</b></li><li><b>*Water treatment equipment</b></li><li><b>*Steam units/rooms</b></li><li><b>*Central Vacuum Systems</b></li><li><b>*A/V and Intercom Equipment</b></li><li><b>*Low voltage lighting</b></li><li><b>*Hidden areas of heat exchangers</b></li><li><b>*Carbon monoxide/gas leaks</b></li></ul> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**NOTE: No testing will be done to establish or rule out the presence of molds, allergens, respiratory irritants, skin/eye irritants, sick-building syndrome or other indoor air-quality issues. Persons who are suffering from allergy-related ailments are encouraged to perform additional environmental testing as needed.**

**NOTE: No testing will be done to establish or rule out the presence of wood rot, wood destroying insects or organisms, or other household pests and/or vermin, including, but not limited to: termites, ants, spiders, cockroaches, lice, fleas, rats, gnats, earwigs, mice, squirrels, raccoons, opossum, chipmunks or other insects, animals or reptiles. For further information, contact a qualified exterminator.**

**NOTE: Unless otherwise agreed in writing, no testing will be done to establish or rule out the presence of radon gas, asbestos or asbestos containing materials (ACMs), unsafe concentrations of lead or lead-based paint, mercury, urea formaldehyde, fungus, mold(s), PCBs, environmental contamination from leaking storage tanks (above or below ground) or other agents affecting human health.**

**NOTE: The Home Inspection Licensee will not offer an opinion as to the economic value of the residence or whether the client(s) should or should not purchase the home. Person(s) desiring an opinion of market value of the home should contact a licensed real estate appraiser.**

**NOTE: If requested, the Home Inspection Licensee may offer a rough estimate of the cost to repair or replace a system or component but such estimate is based only upon the opinion and experience of the Home Inspector and not guaranteed to be accurate. Person(s) desiring an accurate estimate of the cost to remedy a noted deficiency are encouraged to contact a qualified contractor.**

\_\_\_\_\_ (initials)

**(8) Structural Members:** The Client(s) acknowledge that the Home Inspection Licensee will not offer an opinion as to whether or not any structural component of the home is or is not capable of bearing the load(s) for which it is used and that such an opinion should be provided only by a licensed structural engineer.

**(9) Concealed or Latent Defects:** The Client(s) acknowledge that the Home Inspection Licensee will conduct only a visual Inspection of the home and that any system or component which is blocked from access or otherwise obscured from view cannot and will not be evaluated. The Home Inspection Licensee is not expected to move furniture, debris, clutter or other items in order to discover and report defects which are hidden from view and/or which would not be expected to be discoverable upon an ordinary visual inspection of the home.

**(10) Underground Installations:** The Client(s) acknowledge that the Home Inspection Licensee is unable to inspect the condition of any underground installations. This includes, but is not limited to: electric or communications cables, water supply piping, gas or fuel piping, sewage discharge lines, wells, septic systems, catch basins, storage tanks and/or lawn sprinkler systems.

**(11) Building/Construction Codes:** The Client(s) acknowledge that the Home Inspection Licensee will offer no opinion as to whether a system or component of the home meets or does not meet local building/construction code(s) and that such an opinion exceeds the scope of this visual inspection.

**(12) Flood Hazard/Topography:** The Client(s) acknowledge that the Home Inspection Licensee will offer no opinion as to whether the home lies within a flood hazard area or whether the natural or man-made drainage and/or surface water removal/retention systems are adequate to prevent moisture from accumulating at or near the foundation of the home or otherwise causing flooding, pooling or persistent dampness conditions around the home. Persons desiring an opinion of this nature are encouraged to contact a civil engineer to conduct a study of the topography of the land and/or research the whether the home is identified as lying within a flood hazard area or zone.

**(13) Condominiums/Townhomes:** The Client(s) acknowledge that the Home Inspection is limited to those listed systems and components that serve only the individual unit being inspected. Unless otherwise agreed, those systems and components serving the common areas, common elements and/or limited common elements or those systems and components otherwise serving more than one unit are not included within the scope of this inspection.

**(14) Log Homes:** The Client(s) acknowledge that all homes constructed of cut logs and/or timbers are subject to increased material shrinkage, drying and cracking and that the Home Inspection Licensee cannot estimate the extent or nature of the physical changes to the home that may occur as a result thereof.

\_\_\_\_\_ (initials)

**(15) Title and Survey:** The Client(s) acknowledge that the Home Inspection does not include a review of documents relating to matters which would be disclosed by an abstract of title and/or land survey. This includes, but is not limited to: title claimants, liens and encumbrances, unpaid taxes, special assessments, Special Service Area (SSAs), covenants, conditions, restrictions, easements, rights-of way, ordinances, building line restrictions, overlaps and/or encroachments.

**(16) Inspection Fee:** The fee for inspection services pursuant to this Agreement shall be \$\_\_\_\_\_, payable in advance unless other arrangements have been made. Any quoted fee based upon a verbal description of the home is subject to revision if the home is significantly different in either size and/or features.

**(17) Home Inspection Report:** The Home Inspection Report may include information on items, systems or components of the home that were not expressly included in this Home Inspection Agreement. In the event such information is included, it is provided solely for the convenience of the Client(s) and neither modifies this Agreement nor negates any exclusion(s) herein.

**(18) Indemnification:** The Client(s) acknowledge that the Home Inspection is being conducted at the Client's request and the Client(s) agree to defend, indemnify and hold the Home Inspection Licensee harmless against any and all claims of third parties resulting, directly or indirectly, from the services provided.

**(19) Limitation of Liability:** The parties agree that the liability of the Home Inspector(s)/Home Inspection Entity conducting the Home Inspection under this agreement shall be limited to the fair market value of the labor and materials necessary to repair or replace a system or component that, in the opinion of a court or agreed arbiter, should have been identified as significantly deficient in the Home Inspection Report. No liability shall arise unless and until the Client(s) have both: (a) provided written notice to the Home Inspection Licensee of the deficiency and (b) provided the Home Inspection Licensee a reasonable opportunity to re-inspect the condition. Client(s) expressly waive all claim(s) for incidental and consequential damages and in no event shall the total damages recoverable under this Agreement exceed the amount of the Inspection Fee paid.

**(20) Arbitration:** 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 home inspection or inspection report shall be submitted to final and binding arbitration conducted by *Construction Arbitration Services, Inc.* The decision of the arbitrator appointed thereunder shall be final and binding and judgment on the award may be entered in any Court of competent jurisdiction.

**(21) Waiver of Express/Implied Warranties:** The Client(s) hereby acknowledge that the Home Inspection Report produced pursuant to this Agreement will contain the findings of the Home Inspection Licensee on the date of the inspection only and that such report is not a guarantee or warranty of the continued useful life or

\_\_\_\_\_ (initials)

longevity of any aspect of the property condition. The Client(s) further acknowledge that the Home Inspection Licensee will offer no representation as to the merchantability of the residence, its fitness for a particular purpose or its habitability. The Client(s) expressly waive(s) all claims against the Home Inspection Licensee for any alleged breach of the implied warranty of habitability, implied warranty of fitness for a particular purpose and implied warranty of merchantability.

(22) Proprietary Information: The Client(s) acknowledge that the information contained in the Home Inspection Report produced pursuant to this Agreement is provided for the sole consumption of the Client(s) and that it is not intended to be reproduced, sold or otherwise offered to third-parties other than in connection with the Client(s)' purchase of the subject home.

(23) Savings Clause: In the event any clause or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such clause or provision shall be stricken and the remainder of this Agreement shall remain in full force and effect.

(24) Choice of Law: This Agreement shall be understood and interpreted in accordance with the laws of the State of Illinois, including, but not limited to, the provisions of the Home Inspector License Act and Rules established by the Illinois Office of Banks and Real Estate pursuant to such Act.

(25) Exclusivity/Modification: This contract is the complete and exclusive agreement between the parties as relates to the Home Inspection. There are no other agreements or provisions other than those stated herein. Any modification to this Agreement shall not be valid unless in writing and signed by the parties.

(26) Headings: Paragraph headings are for the convenience of the reader only and are not intended to limit the scope of any text which may appear thereunder.

(27) Interpretation: Any reference to the masculine shall include the feminine and vice versa. Any reference to the singular shall include the plural and vice versa. All provisions shall be interpreted in accordance with the context in which they were written.

(28) Facsimile Transmission: This Agreement may be negotiated and/or executed via facsimile transmission and a facsimile signature of a party shall, for all intents and purposes, be accepted and treated as an original signature.

(29) Counterparts: This Agreement may be executed in counterparts.

\_\_\_\_\_ (initials)

This Agreement is dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_

Home Inspection Licensee:

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

**Clear Perspective  
Home Inspections, Inc.  
P.O. Box 315  
Bolingbrook, IL 60440  
Phone: (630) 732-0656**

Address: \_\_\_\_\_

\_\_\_\_\_

License No:451.0000577

Phone: \_\_\_\_\_

By: \_\_\_\_\_

Fax/E-mail: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE