

# Home Inspection Agreement

## Fine Home Inspection

773-914-2581

The address of the property is:

Fee for home inspection: \$

Date of the inspection:

### The Parties Understand and Agree as follows:

1. Inspector Agree to perform a visual inspection of readily accessible system and components of the building using normal operating controls and readily accessible access panels and provide Client with a written inspection report identifying the significant defects that Inspector both observed and deemed material. Inspector may offer comments as courtesy, but these comments will not compromise the bargained for report. The report is only supplementary to the seller's disclosure.

a) A home inspection is intended to assist in evaluation of the overall condition of the dwelling. The inspection is based on observation of the visible and apparent condition of the building and its components on the date of the inspection and not determination of the future condition.

b) A home inspection is not technically exhaustive inspection and will not reveal every problem that exist or ever could exist.

c) The home inspection report shall include major components or system that, in the opinion of the Inspector, is significantly deficient. Major components or systems are deemed to be significantly deficient if they unsafe or not functioning.

2. The parties agree and understand that the Inspector is not an insurer and does not provide any stated or implied warranty. Nether the inspection or the reports are intended to be considered as guarantee or warranty of any type, expressed or implied, including any warranty of merchantability, habitability or fitness for use regarding the value, condition, performance or adequacy of the property, items, components and system inspected. They should be relied upon as such. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.

3. The inspection and report are performed and prepared for the use of Client, who gives Inspector permission to discuss observation with real estate agents, owners, repair persons, and other interested parties. Inspector accepts no responsibility for use or misinterpretation by third parties.

4. The inspection report may instruct the Client to have additional inspections performed by appropriate specialist on specific components or system. Failure to comply with the above conditions will release Inspector and its agents from any and all obligations.

5. In the event of a claim against Inspector, Client agrees to supply Inspector with the following a) Written notification of adverse conditions within 14 days of discovery, and b) Access to the premises. Failure to comply with the above conditions will release Inspector and its agents from any and all obligation

6. In the event that Client fails to prove any adverse claims against Inspector in a court of law, Client agrees to pay all legal costs, expenses and fees of Inspector in defending said claims.

7. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this agreement and there are no terms or conditions other than those set forth herein. No statement or promise of Inspector or its agents shall be binding unless reduced to writing and signed by Inspector. No change or modification shall be enforceable against any party unless such change or modifications is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. Client shall have no cause of action against Inspector after one year from the date of inspection.

8. Payment of the fee to Inspector is due upon completion of the on-side inspection. The Client agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If Client is a corporation, LLC or similar entity, the person signing this Agreement on behalf of such entity does personalty guaranty payment of the fee by the entity.

9. Mandatory Arbitration: The parties agree to submit all causes of action/disputes/claims/complaints arising out of this agreement to binding arbitration with the American Arbitration Association within 6 months of the date of inspection or forever barred. The Client agrees to pay all legal and time expenses incurred in arbitration matters.

10. A non-invasive, technically non-exhaustive visual examination cannot reveal all defects and deficiencies, current or future, of the property. Reports are furnished on an **Opinion only** basis. Inspector assumes no liability for cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. The Client hereby releases and exempts the Inspector from all liability and responsibility for the cost of replacing or repair any unreported defect or deficiency either current or arising in the future and for any consequential damage, property damage, or personal injury of any kind. Client acknowledges that the liability of Inspector, its agents, employees, for claims and damages, cost of defense or suit, attorney=s fees and expenses and payments arising out of or related to the Inspector=s negligence or breach of any obligation under this agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to inspector, and this liability shall be exclusive. Client waives any claim for consequential, exemplary, special or incidental damages or for loss of the use of the home/building even if the Client has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended to reflect the fact that actual damages may be difficult and impractical to ascertain to allocate risk among the Inspector and the Client, and to enable the Inspector to perform the inspection at the stated fee.

11. Home inspectors are not required to report on the following: Life expectancy of any component or system; The causes of the need for a repair; The methods, materials, and costs of corrections; The suitability of the property for any specialized use; Compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions; The market value of the property or its marketability; The advisability or inadvisability of purchase of the property; Any component or system that was not observed; The presence or absence of pests such as wood damaging organisms, rodents, or insects; or Cosmetic items, underground items, or items not permanently installed. Home inspectors are not required to: Offer warranties or guarantees of any kind; Calculate the strength, adequacy, or efficiency of any system or component; Enter any area or perform any procedure that may damage the property or its components or be dangerous to the home inspector or other persons; Operate any system or component that is shut down or otherwise inoperable; Operate any system or component that does not respond to normal operating controls; Disturb insulation, move personal items, panels, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility; Determine the presence or absence of any suspected adverse environmental condition or hazardous substance, including but not limited to mold, toxins, carcinogens, noise, contaminants in the building or in soil, water, and air; Determine the effectiveness of any system installed to control or remove suspected hazardous substances; Predict future condition, including but not limited to failure of components;

**BY SIGNING THIS AGREEMENT, THE CLIENT AGREES THAT HE/SHE READ THIS AGREEMENT IN ITS ENTIRETY, THAT THE ABOVE IS UNDERSTOOD AND AGREED TO IN ITS ENTIRETY, AND THAT THE CLIENT ACKNOWLEDGES RECEIPT OF THE COPY OF THIS AGREEMENT**

Inspector

Client or representative\_\_\_\_\_

Jay (Jaroslaw) Gorecki

Fine Home Inspection

Date: \_\_\_\_\_

Illinois License # 450.0003311

Time: \_\_\_\_\_

Client *initials* \_\_\_\_\_ *Indicate agreement to allow*

Inspector *to release a copy of the report to :*

*Real Estate Agent / Seller / Attorney / Other* \_\_\_\_\_

Customer printed name \_\_\_\_\_

Customer email address \_\_\_\_\_