



ILLINOIS HOME INSPECTION SERVICE, LLC
STANDARD INSPECTION AGREEMENT
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 Inspector: Ronnie Schinasi • License #:450.001481

Inspection Address: _____

INSPECTION FEE _____

City: _____ State: Illinois Zip: 60

Client name: _____

Authorized Agent (if any): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ Email: _____

PAYMENT OF INSPECTION FEE IS REQUIRED BEFORE IHIS WILL DELIVER THE REPORT.

STANDARD INSPECTION AGREEMENT

Illinois Home Inspection Service, an Illinois Sole Proprietorship LLC (hereinafter "IHIS") agrees to conduct a standard Visual Home Inspection of the major building systems and components, as described below, on the property located at the above address. The purpose and scope of this inspection is to provide you with a better understanding of the property's condition as observed at the time of the home inspection. IHIS also agrees to prepare a report on such standard visual inspection within 2 business days following the date hereof. **LATENT AND/OR CONCEALED DEFECTS, CONDITIONS AND/OR DEFICIENCIES ARE EXCLUDED FROM THE INSPECTION.** The inspection shall be performed in accordance with the Illinois Home Inspector License Act ("Act") (225 ILCS 441) which may be found at WWW.OBRE.STATE.IL.US/ and all rules and regulations (Rules and Regulations) adopted pursuant to the Act. The Act and Rules and Regulations define, subject to the following specific terms and conditions, the standards of practice and conditions, limitations and exclusions of the inspection. The following specific terms and conditions are in addition to all rights and obligations specified by law. If there is any conflict between the general law and the terms and conditions specified below, the parties agree that, to the extent permitted by law, the terms and conditions specified below shall be controlling and binding.

1. **DEFINITIONS:** The following terms, as used herein, are defined as follows:

- (A) **CLIENT:** The term "Client" includes all purchasers of the property and their spouses whether or not present at the inspection or specifically represented by Client's authorized agent. Customer's spouse is equally bound by all terms and conditions of this Agreement, even if spouse has not signed this Agreement
- (B) **TERMS OF EVALUATION:**

INSPECTED: The system or component appears to be operating in accordance with its design parameters and the requirements of its function, considering limits of age, normal wear and tear, and depreciation.

NOT INSPECTED: I did not inspect this item, component or unit and made no representations of whether or not it was functioning as intended and will state a reason for not inspecting.

REPAIR OR REPLACE: The item, component or unit may be not functioning as intended and or needs further inspection by a qualified contractor. Repair or replacement is recommended, or may become necessary in the foreseeable future.

MAINTENANCE/MINOR REPAIR: The item, component or unit is functioning as intended, however needs maintenance, minor repair, or monitoring as noted in report summary. These items should be performed in the near future or at remodeling.

SIGNIFICANTLY DEFICIENT: The system or component is significantly deficient, seriously defective or failing. Attention, repair or replacement should be expected imminently.

2. SCOPE OF THE INSPECTION

It is understood and agreed that this Inspection is a **limited visual examination** of certain readily accessible systems and components (designated for inspection herein) using normal operating controls and without disassembling any access panels. This inspection is **not technically exhaustive and will not detect concealed or latent defects. Inspection is limited to visual observations of apparent condition existing at the time of the inspection only. The inspection will be performed in accordance with the "Standards of Practice" of State of Illinois (referred to herein as "inspection guidelines").** These standards of practice inform you of what a home inspector should report, and what is not expected of the home inspector to report.

- (A) If the property consists of a single family residence, townhouse or multi-family residence, the readily accessible areas of the following systems and components will be inspected and/or described: **Structural components** – foundation and framing; floor, wall, ceiling and roof structures. **Exterior Components** - siding, trim eaves, soffits, fascia, flashing, windows, doors, decks, and balconies. **Roof** – roof covering, roof drainage systems, flashings, skylights, chimneys, and roof penetrations. **Plumbing System** - water supply and distribution systems including fixtures and faucets, the drain, waste and vent systems, the water heating equipment and venting systems, and the fuel distribution systems and sump pumps. **Electrical Systems** - service drop, service entrance conductors, service grounding, main disconnects interior components of service panels and sub-panels, conductors' overcurrent protection devices, GFCIs, accessible outlets and representative number of installed lighting fixtures and switches. **Heating System** - installed heating equipment, heat distribution systems, and visible vent systems. **Air-Conditioning System** - installed central and through wall cooling equipment. **Interior Components** - walls, ceiling, floors, railing, counters, a representative number of cabinets, doors and windows, fireplaces, garage doors and openers. **Insulation & Ventilation** - insulation and vapor barriers in unfinished spaces, ventilation systems in attic and foundation areas, kitchen baths, and laundry.
- **All utilities and mechanical equipment must be turned on at the time of the inspection or they will not be inspected****
- (B) If the property consists of a condominium unit, the standard visual inspection will cover only the following systems and components within the condominium unit: interior rooms, doors, windows, electrical system including circuit breaker box and electrical outlets and fixtures, plumbing fixtures and plumbing system, and any central heating and air conditioning units and systems and water heaters located within the condominium unit and the following major appliances: range, oven, refrigerator, dishwasher, washer and dryer. Notwithstanding anything to the contrary herein, the inspection of any system or component is subject to being visible and readily accessible without dismantling the system or component or using a ladder or similar device to view such system or component. Such inspection also excludes all of the exclusions set forth in Paragraph 3 below and is subject to all of the limitations set forth in Paragraphs 4 and 5 below.
- (C) Notwithstanding anything to the contrary herein, the inspection of any building system or component is subject to being visible and readily accessible without dismantling the system or component or using a ladder or similar device greater than 12 feet in length. Crawl spaces will not be entered if there is less than three feet of clearance or inspector feels endangered. **Such inspection expressly excludes all of the exclusions set forth in Paragraph 3 below and is subject to the limitations set forth in Paragraphs 4 and 5 below.**

3. EXCLUSIONS FROM INSPECTION

Systems, components, items and conditions which are not within the scope of the inspection include, but are not limited to: natural gas, radon gas, lead paint, asbestos, urea formaldehyde, carbon monoxide, carbon dioxide, mold and mold contamination, radon, toxic or flammable materials, other environmental hazards; EIFS siding; pest infestation, security and fire protection systems, household appliances (other than major appliances specifically included), paint, wall paper and other treatments to windows, interior walls ceilings and floors; recreational equipment of facilities; underground storage tanks, water mains, sewer/septic systems, energy efficiency measurements; concealed or private security systems, water wells; heating system accessories, heat exchangers, solar heating systems, sprinkling systems, roofs or other building components which cannot be safely reached by use of a 12 foot ladder, cosmetic deficiencies, ancillary buildings (other than garages) any and all low voltage systems, humidifiers, dehumidifiers, electronic air cleaners, water filters, water softeners, central vacuum systems, telephone, intercom or cable TV systems, antennas, lightning arrestors, trees or plants, governing codes, ordinances, statutes and covenants. **The presence or absence of smoke, carbon monoxide detectors and sump pumps are noted; however such devices are not tested. Structural integrity of building components, including but not limited to porch and deck structures, are specifically excluded.** Client and Client's authorized agent understand that any observations by IHIS regarding these systems, components, items and conditions, either orally or in the written report, are informal only and DO NOT represent any part of the inspection.

4. LIMITATIONS TO INSPECTION

- (B) IHIS's visual inspection is not technically exhaustive and deficiencies may remain undetected. IHIS's inspection evaluates only exposed, readily accessible systems and components. Furniture, carpeting, appliances, equipment, stored goods or other items are not moved. Crawl spaces will not be entered if there is less than three feet of clearance or inspector feels endangered. **LATENT AND/OR CONCEALED DEFECTS, CONDITIONS AND/OR DEFICIENCIES ARE EXCLUDED FROM THE INSPECTION.**
- (C) Buildings are composed of many repetitive components. In accordance with applicable standards of practice, IHIS observes and tests only a representative sample of components. Electrical outlets are randomly checked. A sampling of windows and doors will be operated. This practice is understood and accepted as a limiting condition of the standard visual inspection protocol. IHIS does not assume any liability for deficiencies not detected as a result of this procedure.
- (D) Pressure gauges are NOT used to test air conditioners, water lines, or GAS LINES. Garbage disposers are checked for on and off operation only. Dishwashers, ranges, ovens, microwave ovens and like appliances, and their timers, controls or elements are not tested. Pilot lights are not lit. Self-cleaning ovens are not operated, inspected, or tested. Remote controls for garage doors or any other appliances or systems are not checked.
- (E) IHIS's report records only observations made at the time of such inspection. Building systems and components are, as a result of age, normal wear and tear, and deterioration always changing. It is understood and agreed that IHIS offers no representation, warranty or guarantee on the future life for systems and components, regarding the adequacy, performance or condition of any building component or system inspected or reported upon.
- (F) IHIS's inspection and its report is not an inspection for building code compliance and is not a certification with respect to past or present governmental codes or regulations of any kind.
- (G) IHIS's inspection and its report is not designed and should not be interpreted as an appraisal (in whole or part) of the property or any statement regarding the marketability of the property either at the time of the inspection or at any time in the future.

- (H) Estimates of the costs of repairs, if any, provided by IHIS at the request of the Client or Client's authorized agent are only relative estimates and are not to be construed as price quotes or price guarantees. Individual bids from contractors may vary substantially depending on the quality of the work, the circumstances, and the contractor submitting bids. Customer is urged to solicit bids from properly licensed contractors on repairs reported here before closing.

5. LIMITATION ON LIABILITY, ONE YEAR LIMIT FOR LEGAL ACTION AND ARBITRATION.

- (A) Client hereby understands and agrees that any claim(s) or complaint(s) arising out of or related to any alleged act or omission of IHIS in connection with the services shall be reported to IHIS, in writing within (10) business days of discovery. Unless such repair or replacement is required to be done as an emergency measure, Client shall allow IHIS reasonable period of time to investigate the claim(s) or complaint(s) by, among other things re-inspection before you or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. Prior notice shall be given to IHIS least 72 hours prior to making or causing such repair or replacement to be made. Client understands and agrees that failure to comply with the above conditions shall constitute a complete bar and waiver of any and all claims you may have against us related to the alleged act or omission unless otherwise prohibited by law.
- (B) LIMITATIONS OF DAMAGES. It is agreed to between the Client and IHIS that this limitation of damages clause is binding upon the client, his or her heir, successors, assigns, spouses, descendants, principals, agents, representatives, trustees, fiduciaries, or any other person or organization acting on the client's behalf. IT IS EXPRESSLY UNDERSTOOD BY THE CLIENT THAT IHIS AND ITS PRINCIPALS TOTAL LIABILITY IS SPECIFICALLY LIMITED TO NO GREATER THAN THE INSPECTION FEE in damages from any and all claims, actions, causes of actions, damages arising out of or including but not limited to errors and omissions, negligence, negligent inspections, voluntary assumption of a duty, negligent entrustment, negligent hiring, breach of contract, federal or state statutory claim, including but not limited to the Illinois consumer fraud act or unfair trade practices act, as it relates to this agreement. The total liability of the company and its agents, this limitation/liquidation of damages amount is deemed reasonable by the client and the company at the time this agreement is entered into, because of the scope of this agreement and the difficulty in calculating any alleged actual, consequential, special or exemplary future damages. The amount of liquidated damages is not to be deemed as a penalty to either the client or the company.
- (C) Client hereby understands and agrees that in the event that a building, component or system inspected by IHIS was not in the condition as reported by IHIS and its agents, inspectors and employees, or that due to negligence failed to properly inspect or assess a building, component or system covered herein, or report a defect or deficiency with respect thereto, then such claim shall be solely and exclusively limited to the recovery of an amount no greater than the fee paid for the inspection service.
- (D) The parties agree that any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising from or related to this agreement or arising from or related to the inspection and/or report shall be submitted to final and binding arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. or, if such organization is not then arbitrating such disputes in conjunction with some other arbitration service located in Cook County that is mutually agreeable to IHIS and Client. The cost of the arbitration shall be borne by Client, unless the arbitrator rules otherwise. The decision of the arbitrator appointed there under shall be final and binding and a judgment on the arbitrator's award may be entered in any court of competent jurisdiction.
- (E) Notwithstanding anything to the contrary in the Act, any demand for arbitration or other legal action must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred.

6. OTHER TERMS AND CONDITIONS.

- (A) IHIS reserves the right to modify the final report after the within 72 hours after the inspection.
- (B) The parties agree that if a Court of competent jurisdiction or Arbitrator determine or declare that any term, condition or provision in this Agreement is void, void able or unenforceable, the remaining terms, conditions and provisions shall remain in full force and effect.
- (C) At the Clients request only, IHIS will release additional copies of the written report to third parties, but such persons are not to be construed as beneficiaries of this Agreement or the report. Client agrees to indemnify, defend and hold IHIS harmless from any third party claims arising out of unauthorized distribution of the report by the Client or the Client's authorized agent.
- (D) This Agreement, including all terms and conditions herein represents the entire agreement between the parties and there are no other agreements either oral or written between them. This Agreement may be amended only by a written amendment signed by both parties

CLIENT HAS CAREFULLY READ, UNDERSTANDS AND ACCEPTS THIS AGREEMENT AND ALL TERMS AND CONDITIONS HEREUNDER.

Client Signature: _____ **Date:** _____

Authorized Agent Signature: _____ **Date:** _____

INSPECTOR SIGNATURE: _____ **Date:** _____