

Inspection Address ("Premises") _____

Client _____

I (Client) hereby request a limited visual inspection of the apparent condition of the readily accessible installed systems and components of the premises located at the above address to be conducted by **DETAIL HOME INSPECTION** (Inspector) for Client's sole use and benefit. I warrant that I will read the following agreement carefully. I understand that I am bound by all of the terms of this contract. **INITIAL HERE** _____.

PURPOSE OF INSPECTION

The purpose of the inspection is to determine and prepare a written report of the apparent condition of the readily accessible installed systems and components of the Premises existing at the time of the inspection.

SCOPE OF INSPECTION

The scope of the inspection and report is strictly limited to a visual inspection of the apparent condition of the readily accessible installed systems and components of the Premises. The inspection will be performed in accordance with the Illinois Standards of Practice, 68 Ill. Admin. Code 1410, Section 1410.200 as amended, a copy of which is available upon request.

OUTSIDE THE SCOPE OF THE INSPECTION

Latent and concealed defects and deficiencies are excluded from the inspection. Any area which is not exposed to view, is concealed or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or any other thing is not included in this inspection.

The inspection does not include any destructive testing or dismantling. Client agrees to assume all risk for all conditions which are concealed from view at the time of the inspection.

This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law.

The Client understands that the following systems and components, whether or not they are latent or concealed, and information about them are specifically excluded from and outside the scope of this inspection:

- Building code or zoning ordinance violations.
- Geological stability or soils condition
- Structural stability or engineering analysis
- Termites, pests or other wood destroying organisms
- Asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any other environmental hazard
- Building value appraisal or cost estimates
- Condition of detached buildings
- Pools or spa bodies and underground piping
- Specific components noted as being excluded
- Private water or private sewer systems
- Saunas, steam baths or fixtures and equipment
- Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls
- Water softener/purifier systems or solar heating systems
- Furnace heat exchangers, freestanding appliances, security alarms or fire sprinkler systems or personal property
- Adequacy of efficiency of any system or component
- Prediction of life expectancy of any system or component
- Susceptibility of basement or structure to leakage or flooding from any source of water
- E.I.F.S. , Chinese drywall imported

DETAIL HOME INSPECTION, INC., its shareholders, directors, officers, agents or employs is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If **DETAIL HOME INSPECTION** recommends consulting other specialized experts, Client must do so at Client's expense. All items listed as excluded in the ASHI standards, a copy of which is available upon request.

I HAVE READ AND AGREE TO THE ABOVE SCOPE OF INSPECTION. INITIAL HERE _____

SIGNED _____ **DATE** _____
SIGNED _____ **DATE** _____
INSPECTOR _____ **DATE** _____

ARBITRATION: Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of the recognized Arbitration Association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The Arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceedings by legal code.

I have read and agree to the above Arbitration Clause Initial Here _____

CONFIDENTIAL REPORT: The inspection report to be prepared for Client is solely and exclusively for Client's own information and may be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to the seller and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the inspection report. Client agrees to indemnify, defend and hold harmless from any third party claims arising out of Client's unauthorized distribution of the inspection report.

ATTORNEY'S FEE: The prevailing party in any dispute arising out of the agreement, the inspection or report(s) shall be awarded reasonable attorney's fees, arbitrator and other costs.

DISPUTES: Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Premises, as limited herein, shall be made in writing and reported to **DETAIL HOME INSPECTION, INC.** within ten (10) business days of discovery. Client further agrees that with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alteration, modifications or repair to the claim discrepancy prior to a re inspection by the Inspector. Client understands and agrees that any failure to notify the inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

LIMITATION OF LIABILITY

INSPECTOR'S LIABILITY IS LIMITED TO A REFUND OF THE FEE ACTUALLY PAID FOR THE INSPECTION AND REPORT. THE LIABILITY OF INSPECTOR'S SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES IS ALSO LIMITED TO THE FEE PAID. 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 LIMITATION IS BINDING ON CLIENT AND CLIENT'S SPOUSE, HEIRS, PRINCIPALS, ASSIGNS AND ANYONE ELSE WHO MAY OTHERWISE CLAIM THROUGH CLIENT. CLIENT ASSUMES THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION. CLIENT AGREES TO IMMEDIATELY ACCEPT A REFUND OF THE FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM THIS INSPECTION.

ADDENDUM TO INSPECTION AGREEMENT BINDING ARBITRATION CLAUSE

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability arising out of, from or related to this agreement or arising out of, from or related to the inspection or the inspection 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."* The decision of the Arbitrator appointed there under shall be final and binding and judgment on the Award may be entered into any Court of competent jurisdiction.

Signed _____

TOTAL INSPECTION FEE _____

I HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO PAY THE FEE LISTED ABOVE.