



**ASSURE HOME INSPECTIONS, INC.**

19431 Sarkis Dr., Mokena, IL 60448

**HOME INSPECTION AGREEMENT**

*(Please read carefully, must be signed prior to start of inspection)*

THIS AGREEMENT is made and entered into by and between **ASSURE HOME INSPECTIONS, INC.**, referred to as "AHI", an Illinois Corporation, (Illinois License #050.002365), and

\_\_\_\_\_, referred to as "Client".

**In consideration of the promise and terms of this Agreement, the parties agree as follows:**

1. The Client will pay AHI the sum of \$ \_\_\_\_\_ for a standard inspection of the "Property", located at:

\_\_\_\_\_, to be performed on \_\_\_\_\_.

2. AHI will perform a standard visual home inspection and prepare a written report of the apparent condition of the readily accessible existing installed systems and components of the Property. Latent and concealed defects and deficiencies that could only be found through invasive or destructive means are excluded from the inspection. This inspection pertains only to conditions as existing at time of inspection. AHI is not an insurer against any future changes of condition.

3. The parties agree that the "Standards of Practice" (the Standards), as defined by the Illinois Department of Financial and Professional Regulation, shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and incorporated by reference herein. Specific systems covered under this inspection are: roof, exterior wall coverings, grading drainage and vegetation against structure, plumbing, electrical, heating and cooling, interiors, foundation and structure, insulation and ventilation, fireplaces and solid fuel burning appliances, major household appliances.

**4. AHI MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT OR SYSTEM.**

5. Systems, components, and conditions which are not within the scope of this home inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, mold, mildew, toxic or flammable materials, other environmental hazards, water and airborne hazards, pest infestation, security and fire protection systems, treatments to windows, interior walls, ceilings and floors (wallpaper, paint, carpet, floor tile, blinds and drapery), recreational equipment or facilities, private well and septic systems, solar heating systems, sprinkler systems, fences and gates, water treatment systems, telephone, intercom, cable TV or electronic cabling systems, antennae, lighting arrestors, electric generators, hot tubs, steam baths/showers, swimming pools, barbecues, or engineering survey of geological conditions. Client understands that these conditions, systems and related components are exempt from this inspection. Any general verbal discussions about these systems, components and conditions are only informal and are not to be relied upon by Client. Any observations made of the possible presence of **mold, asbestos or insect** infestations are provided as a courtesy and are **outside the scope of this inspection**. Client understands that follow up evaluations on such referenced conditions should be made by qualified contractors performing inspections and corrections within the scope of those conditions. No determination of insurability will be made.

6. The inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not the party to this Agreement, makes any claim against AHI, its employees or agents, arising out of the services performed by AHI under this Agreement, the Client agrees to indemnify, defend and hold harmless AHI from any and all damages, expenses, costs and attorney fees arising from such a claim.

7. The information provided in this report is based upon the opinion and conviction of the inspector. The report should not be considered to be an all-inclusive list of conditions in the home, some of which could be missed by the inspector, nor is the inspection intended to eliminate all risk on the client's behalf. The report shall not be considered to be a compliance

inspection or certification for past or present governmental code or zoning regulations of any kind. This report, in its entirety, consists of the Residential Property Report and the Home Inspection Agreement.

8. Client shall provide AHI with five business days' advanced written notice and the opportunity to inspect the Property prior to commencing any repairs or other work on conditions for which Client maintains AHI failed to identify. If any such repairs or other work is commenced without giving AHI the required notice, AHI will have no liability to the Client.

9. **Dispute Resolution:** Any controversy or claim between the parties hereto, arising directly or indirectly out of, connected with, or relating to the interpretation of this Agreement, the scope of the services rendered by Inspector, the Inspection Report provided to the Client by Inspector, or as to any other matter involving any act or omission performed under this Agreement, or promises, representations or negotiations concerning duties of the Inspector hereunder, shall be submitted to **Small Claims Court** in the county in which the inspection takes place. If the alleged damages exceed the jurisdictional limit for **Small Claims Court**, the dispute shall then be submitted to **binding arbitration** before Construction Dispute Resolution Services ("CDRS"). If CDRS is unavailable, then by Resolute Systems.

10. **Limitation of Liability:** The parties agree that the Inspector and its employees are limited in liability to **two (2x) times the fee paid** for the inspection services and report in the event that Client or any third-party claims that the Inspector is in any way liable for negligently performing the inspection or in preparing the Inspection Report. At the client's option, a comprehensive inspection without limitation of liability is available. A comprehensive inspection includes a contractor, engineer and architect review of the property for a minimum fee of **\$2,500**.

I request a Comprehensive Inspection (may take up to 2 weeks to complete)

11. AHI shall not be liable under any circumstances for any exemplary, consequential or punitive damages or bodily injury of any nature. Furthermore, any arbitration or legal action must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event that any of the individual paragraphs of this Agreement are declared to be unenforceable the remaining provisions shall remain in full force and effect. This Agreement contains the entire agreement between the parties. Client represents that they have the authority to bind spouses, domestic partners, or any intended beneficiaries of this agreement, to the agreement. Any modifications thereto must be in writing and signed by all the parties hereto.

12. Your inspector has an affiliation with Residential Warranty Services (RWS), a third-party service provider, in order to offer you additional value-added services including a complimentary RecallChek to help determine if the inspected property has any potentially dangerous recalled appliances, as well as a complimentary Home Warranty. By entering into this agreement you (a) authorize your inspector to provide your contact information (including telephone number) to RWS and/or its affiliate, (b) waive and release any restrictions that may prevent RWS and/or its affiliate from contacting you (including by telephone using automated dialing technology), and (c) authorize RWS and/or its affiliate to contact you regarding home services.

**CLIENT HAS READ THIS ENTIRE AGREEMENT AND ACCEPTS AND UNDERSTANDS IT AS HEREBY ACKNOWLEDGED.**

Clients Name (PRINT ONLY) \_\_\_\_\_

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client's Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Client's Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Client Present at Inspection: Yes \_\_\_\_\_ No \_\_\_\_\_

Realtor Name: \_\_\_\_\_ Realtor email: \_\_\_\_\_

Payment: Amount: \_\_\_\_\_ Cash: \_\_\_\_\_ Check Number: \_\_\_\_\_ Credit Card: \_\_\_\_\_

Inspector's Signature: \_\_\_\_\_ Date: \_\_\_\_\_