

BUILDING INSPECTION AGREEMENT

IMPORTANT NOTICE TO CLIENTS: THOROUGHLY READ THIS BUILDING 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) Date of Inspection: \_\_\_\_\_(2) Type of Building: \_\_\_\_\_

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

(4) Location of Building: \_\_\_\_\_

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

(6) Scope of Inspection: The Building Inspection will be conducted in accordance with the Standards of Practice established by the Department of Professional Regulation and will include the following systems and components (check those that apply):

- Structural System/Foundation, Heating System, Exterior of the Building, Cooling System, Roof System, Insulation/Ventilation, Plumbing System, Fireplace/Solid Fuel/Burning Appliances, Electrical System, Interior of the Building, Kitchen Appliances, Attic, Laundry Appliances, Basement/Crawlspace, Radon Testing (additional fee), Inground Sprinkler System (additional fee), Thermal Imaging (additional fee), Other:\_\_\_\_\_

(7) Exclusions: Any item, system or component not expressly included in the Building 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 Building Inspection:

- \*Alarm Systems, \*Chimneys and Flues, \*Decorative or Ornamental Items, \*Waste Ejector Pump(s), \*Inaccessible Systems or Components, \*Wells, pumps and well equipment, \*Underground Installations, \*Solar energy equipment, \*Sanitary Pit(s)/Catch Basins, \*EIFS surfaces (i.e. Dryvitt®), \*Septic Systems/Cesspools, \*Aesthetic defects, \*Tests for Soil, Water or Air Quality, \*Water treatment equipment, \*Swimming Pools and Outdoor Grills, \*Steam units/rooms, \*Whirlpool-type tubs/spas/hot tubs, \*Central Vacuum Systems, \*Communications Equipment/Wiring, \*A/V and Intercom Equipment, \*Functionality of Smoke/CO Detectors, \*Low voltage lighting, \*Lightning arrest systems, \*Hidden areas of heat exchangers, \*Fences/gates/landscape improvements, \*Carbon monoxide/gas leaks

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 pests and/or vermin, including, but not limited to: termites, ants, spiders, cockroaches, lice, fleas, rats, gnats, earwigs, mice, squirrels, raccoons, opossums, chipmunks or other insects, animals or reptiles. For further information, contact an 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 formal-dehyde, fungus, mold(s), PCBs, environmental contamination from leaking storage tanks (above or below ground) or other agents affecting human health.

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

**NOTE: If requested, the Building 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 Building 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.**

**(8) Structural Members: The Client(s) acknowledge that the Building Inspection Licensee will not offer an opinion as to whether or not any structural component of the building 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 Building Inspection Licensee will conduct only a visual inspection of the building and that any system or component which is blocked from access or otherwise obscured from view cannot and will not be evaluated. The Building 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 building.**

**(10) Underground Installations: The Client(s) acknowledge that the Building 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 Building Inspection Licensee will offer no opinion as to whether a system or component of the building 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 Building Inspection Licensee will offer no opinion as to whether the building 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 building or otherwise causing flooding, pooling or persistent dampness conditions around the building. 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 building is identified as lying within a flood hazard area or zone.**

**(13) Condominiums/Townhomes: The Client(s) acknowledge that the Building 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 buildings constructed of cut logs and/or timbers are subject to increased material shrinkage, drying and cracking and that the Building Inspection Licensee cannot estimate the extent or nature of the physical changes to the building that may occur as a result thereof.**

**(15) Title and Survey: The Client(s) acknowledge that the Building 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 at the time of the inspection. If the fee is not paid at the time of the inspection, a 10% surcharge will be added. Any quoted fee based upon a verbal description of the building is subject to revision if the building is significantly different in either size and/or features.**

**(17) Building Inspection Report: The Building Inspection Report may include information on items, systems or components of the building that were not expressly included in this Building 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 Building Inspection is being conducted at the Client's request and the Client(s) agree to defend, indemnify and hold the Building Inspection Licensee harmless against any and all claims of third parties resulting, directly or indirectly, from the services provided.**

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

**(19) Limitation of Liability:** The liability of the Building Inspection Licensee is strictly limited by the Limited Warranty attached hereto and made a part of this Agreement. In the event of any claim, action or lawsuit by the Client(s) against the Building Inspection Licensee to recover damages or for remedies exceeding those detailed in the attached Limited Warranty, in which the Building Inspection Licensee prevails and successfully defends, whether by dismissal or adjudication of the merits, Client(s) shall pay all reasonable costs and attorney's fees incurred by the Building Inspection Licensee in connection with defending such claim, action or lawsuit.

**(20) Limited Warranty:** The Client(s) hereby acknowledge that the Building Inspection Licensee does not expressly or impliedly warrant or guarantee its inspection, Inspection Report, or the condition of the subject property, in whole or in part, except for the Limited Warranty attached hereto and made a part of this Agreement. The Client(s) also acknowledge and represent that they understand that the liability of the Building Inspection Licensee is limited to and restricted to the terms of the attached Limited Warranty and that, in reliance upon such representation, the Building Inspection Licensee will undertake and complete the building inspection.

**(21) Waiver of Express/Implied Warranties:** The Client(s) acknowledge that the Building Inspection Report produced pursuant to this Agreement will contain the findings of the Building Inspection Licensee on the date of the inspection only and that such report is not to be construed as representation of the continued useful life or longevity of any aspect of the property condition. The Client(s) further acknowledge that the Building Inspection Licensee will offer no representation as to the merchantability of the building, its fitness for a particular purpose or its habitability. The Client(s) expressly waive(s) all claims against the Building 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 Building 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 or sale of the subject property.

**(23) Audio/Video taping:** No audio/video recordings of the property inspection and/or assigned property inspector are permitted without prior written approval of the Building Inspection Licensee.

**(24) 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.

**(25) 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 Division of Professional Regulations pursuant to such Act.

**(26) Exclusivity/Modification:** This contract is the complete and exclusive agreement between the parties as relates to the Building 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.

**(27) 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.

**(28) 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 the context in which they were written.

**(29) 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.

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

This Agreement is dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Building Inspection Licensee:

Greg Owens d/b/a  
National Property Inspections  
of Northern Illinois  
P.O.Box 336  
Lincolnshire, IL 60069  
Phone: (847) 634-0915 Fax (847) 634-0916  
License No: 450000190

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

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

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

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

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