

# Thermal Imaging Scan Agreement

Date of Scan: \_\_\_\_\_  
Type of Building: \_\_\_\_\_  
Client: \_\_\_\_\_  
Location of Building: \_\_\_\_\_  
Type of Scan: \_\_\_\_\_  
Fee: \_\_\_\_\_

This agreement is between the above named client and National Property Inspections of Northern Illinois, Inc. (further referred to as NPI). I/We hereby request that a qualitative infrared SCAN for thermal anomalies of the subject property be performed for my sole use and benefit. I warrant that I will read the following agreement fully. I warrant that I am bound by all the terms of this contract. I further warrant that I will read the entire report when I receive it and promptly call the thermographer with any questions I may have. The term "SCAN", as used in this agreement, shall mean a limited, minimally technical, and primarily visual SCAN of the readily accessible areas of the property for the purpose of identifying and disclosing, to the client, any existing thermal anomalies of the specified systems of the property in order that the client may better understand the physical aspects of the property/object.

**Written Report (if applicable):** A written report of the SCAN will be furnished by NPI. The client acknowledges that the SCAN report is not a written warranty or guarantee of the condition of the property, but is only a qualitative summation of observations of visible thermal anomalies made by the thermographer. NPI assumes no liability for typographical/written errors on this report. Your thermographer is an infrared thermography generalist and is not acting as a licensed engineer or expert in any craft or trade. If your thermographer recommends consulting other specialized experts, the client should do so at the client's expense. The SCAN and report is based upon observation of conditions that exist at the time of the SCAN only. The SCAN report to be prepared is solely and exclusively for the client's own information and not to be relied upon by any other person. The client agrees to indemnify, defend, and hold NPI or any of its employees harmless from any third party claims arising out of client's unauthorized distribution of the SCAN report.

**Disclaimer of Warranty:** It is understood and agreed by the parties that NPI is not an insurer and does not insure against defects in the property scanned. It is also understood and agreed by the parties that the SCAN is limited to the imaging capabilities of the equipment and that the thermographer makes no representation to having the ability to derive any information besides thermal anomalies in the objects being scanned. NPI makes no guaranty or warranty, expressed or implied, including warranty of merchantability or fitness of use of the property or as to the condition of the property scanned. All defects and deficiencies may not be observed or disclosed in the performance of a general thermal SCAN.

**Invasive Testing & Simulations:** The client understands that in some cases minimally invasive testing may be necessary to confirm infrared findings. The client agrees, if invasive testing is necessary, that the client will hold NPI harmless for any resulting damages. The client understands that in order to fulfill the contract, it may be necessary for the thermographer to simulate conditions under which the defect is visible and recordable such as, but not limited to, the use of the HVAC system to create necessary temperature differentials. The thermographer is not liable for damages that result from making any necessary simulations through the normal use of installed systems. In no way does this SCAN for thermal anomalies include a test for the presence or absence of mold, mildew, fungus, or insect infestations of any kind.

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**Liquidated Damages:** It is understood and agreed by and between the parties hereto that NPI and its thermographers or agents are not an insurer, that the payment of the subject SCAN is based solely on the value of the service provided by NPI, in the performance of the limited SCAN, and production of a written report, as described herein. Any damages which may result from failure to perform such services and in case of failure to perform such services and a resulting loss, NPI liability hereunder shall be limited and fixed in an amount equal to the SCAN fee paid as liquidated damages, and not as a penalty, and this liability shall be exclusive.

**Accessibility:** The client understands that this SCAN shall be a review of readily accessible areas as directed by the client and may not include the entire structure. Any report issued relates only to those areas inspected and reported. No excavation or removal of obstructions is performed. Hidden or obstructed defects may not be observed. Therefore, not every defect may be identified. We encourage the client to be present at the SCAN. This will enable the thermographer to point out specific observations, as well as help the client understand any comments provided in the report.

No legal action or proceeding of any kind can be commenced against NPI, or any of its' officers, agents, or employees after the date plus one month of the subject SCAN. Time is expressly of the essence herein. This time period is given in consideration of the meteorological circumstances in Illinois and/or given consideration of properties subject to usage in rental programs. The written report, to be prepared by the thermographer, shall be considered the final and exclusive findings. This agreement shall be binding upon the parties hereto, their heirs, successors, and assigns. This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all of the parties hereto. Any additional SCANS the client orders are to be performed subject to the terms and conditions of this agreement, except for charges for such additional SCANS. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement. This contract should be construed according to the laws of the state of Illinois. Executed as of the date written above, and signature below that acknowledges that each party has read the foregoing agreement and understands its terms and conditions.

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

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

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

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

Email: \_\_\_\_\_

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