

Contract

Client Name(s) _____

Inspection Address _____

Please Review This Contract Carefully.

PURPOSE AND SCOPE OF THE INSPECTION: (1) To examine and describe the systems and components of the above listed property, to report which are significantly deficient with the reasons why they are deficient, and to make recommendations to correct or monitor the deficiencies; (2) to report which systems and components are not inspected and why they are not inspected. Client understands that a "home inspection" as used in this Contract is a limited and primarily visual examination of the physical structure and systems of a building. It is limited to the readily accessible and visible major systems, components and equipment of the primary premises. Client understands and accepts that as part of the inspection certain things are randomly sampled, that hidden damages and conditions, public records, codes, engineering evaluations, pest and environmental checks, are beyond the scope of the inspection. Weather limitations may affect the scope of the inspection. Should Client wish a more extensive inspection or reporting which requires specialized talent, skill, or a licensed specialist, he/she should arrange for those services independently.

The standards of conduct of the inspection are governed by the State of Illinois "Standards of Practice" as regulated by the Department of Financial and Professional Regulation, and by the **Standards of Practice of the American Society of Home Inspectors, Inc. (ASHI)**. A published copy of the ASHI Standards of Practice and Code of Ethics is included for Client and considered as part of this Contract. Client understands and agrees that the inspection is a good faith opinion of the condition of the major systems and components of the property at the time of the inspection.

X _____

PAYMENT of the agreed upon fee will be by cash, personal check or money order, and will be made prior to the Inspector signing the final report.

RIGHT OF ENTRY: Client warrants that he/she or his/her agent has made all necessary arrangements with the selling party for the Inspector to enter and inspect the property described in this agreement.

X _____

PARTICIPATION: Client is encouraged to participate in the inspection and accepts responsibility for providing incomplete information should he/she not participate in the inspection. Client understands and agrees that he/she has given all information required for Inspector to inspect the premises.

ASSUMPTION OF RISK: Client acknowledges that there is risk of injury arising out of participation in

any inspection, and will solely decide in which parts of the inspection and to what extent he/she will participate. Client assumes all risk of personal injury, death or property damage arising out of participation in the inspection.

X _____

WRITTEN REPORT: A written report will be submitted to Client within 48 hours of the conclusion of the inspection. Submission is normally made by Priority Mail; a copy of the report will also be sent by e-mail or fax at Client's direction; other arrangements for delivery may also be made. Such report is a summation of the observations and notations made by the Inspector, based on the age and normal wear and tear of the inspected systems and components. Any conditions requiring repair, replacement or servicing should be evaluated by qualified professionals in appropriate trades before closing.

PRE-CLOSING WALK-THROUGH: Client understands that any opinion rendered by the Inspector is limited to circumstances as of the date(s) of the original inspection. Any repairs or replacements made without consultation with Sweet Home Inspections will alter any opinion or report issued. Client accepts that this inspection is not a substitute for a pre-closing walk-through inspection for which he/she is responsible, since damages, mechanical failures or other changes may appear after this inspection and before legal acceptance of the property. Client waives all claims against Sweet Home Inspections in the absence of diligently performing the pre-closing walk-through inspection.

DISCLAIMER OF WARRANTIES: Sweet Home Inspections disclaims any and all warranties, whether expressed or implied, as to merchantability and fitness for a particular purpose of the property. Neither the inspection nor report is intended or to be used as a guarantee or warranty, expressed or implied, regarding the adequacy, suitability, condition or performance of any inspected structures, systems or their component parts. Client acknowledges that there may be hidden defects and that conditions on the date of inspection may change thereafter and require subsequent repair.

LIMITATION OF LIABILITY: Client understands that his/her sole remedy arising out of any inspection, and Sweet Home Inspections' sole liability arising out of any inspection shall be limited to the refund of the inspection cost. Sweet Home Inspections shall not be liable for any indirect, special, incidental, consequential, or punitive

damages arising out of the inspection or any act or omission of the Inspector, regardless of whether Sweet Home Inspections may be advised of the likelihood of such damages.

DISCLOSURE: Client authorizes the disclosure of this report or information contained within this report to his/her agent or attorney. No other disclosure will be made without the express permission of Client.

ARBITRATION: Any disputes arising under this Contract will be submitted to binding arbitration in Chicago, Illinois in accordance with the arbitration rules of the American Arbitration Association and will use the Standards of Practice of the American Society of Home Inspectors, Inc., 932 Lee St., suite 101, DesPlaines, IL 60016. The decision of any such arbitrator will be final and binding on the parties. Any decision entered by any such arbitrator may be enforced in any court of competent jurisdiction. If Client makes a claim against Sweet Home Inspections for anything arising out of this inspection and fails to prove such claim, he/she will pay all costs, arbitrator's fees, legal expenses, administrative fees, travel expenses, out-of-pocket expenses, court costs, witness fees and attorney's fees incurred by Sweet Home Inspections in defending such claims.

INDEMNIFICATION: Client agrees to defend, indemnify and hold the Inspector and Sweet Home Inspections, its legal representatives, agents, successors and assigns harmless of, from and against any and all claims, demands, losses, judgments, liabilities, damages, penalties, fees, fines, costs and expenses, including court costs and reasonable attorney's fees, arising out of or relating to any breach of any covenants, duties, obligations, representations or warranties hereunder or failure to comply with the description of services or out of his/her or his/her agent's acts or omissions.

GOVERNING LAW / SEVERABILITY: The parties agree that this Contract shall be construed and enforced pursuant to the laws and decisions of the State of Illinois, without regard to the conflict of laws or rules thereof. If any provision of this Contract is held to be invalid or unenforceable, such provision shall be carried out and enforced only to the extent to which it shall be valid and enforceable, and any such invalidity or unenforceability shall not affect any other provision of this Contract, all of which shall be fully carried out and enforced as if such invalid or unenforceable provision had not been set forth herein.

THIRD PARTY LIABILITY: Client requests this inspection and report for his/her use only. By release of this report he/she promises to indemnify and hold harmless Sweet Home Inspections for any damages claimed by any third party arising out of the inspection, the inspection report or such party's reliance thereon.

SYSTEMS & COMPONENTS INCLUDED IN THE INSPECTION (exclusions are crossed out)

- Exterior
- Roof
- Structural System
- Plumbing System
- Heating System
- Cooling System
- Electrical System
- Interior
- Garage
- Fireplaces & solid fuel burning appliances; Chimneys
- Insulation / ventilation

Reasons for Exclusions / Riders to the contract: _____

*Any systems or components not visible or readily accessible are also excluded from inspection and will be so noted in the report.

Type of residence: _____ Approximate finished size: _____ sq. ft.

Fee: \$ _____

Additions: \$ _____

Total: \$ _____ *An additional charge will be assessed for all returned checks.

Agreement: I/we hereby request a visual inspection of the property at the above address in full understanding and acceptance of the terms and conditions of this contract.

SIGNATURE (S) : _____ Date: _____

_____ Date: _____

_____ Date: _____

John Scavone
Sweet Home Inspections
4044 W. George St., Chicago, IL 60641
Il license #450.001055 exp. Nov. 30, 20____