

DOC Home Inspection, LLC
1781 Tudor Lane #204
Northbrook, IL 60062
Illinois License No. 450.010234

HOME INSPECTION AGREEMENT

SUBJECT PROPERTY: _____
PROPERTY TYPE: _____ Single Family _____ Condominium _____ Multi-Unit with _____ units
DATE OF INSPECTION: _____ TIME: _____
CLIENT'S NAME: _____

This Home Inspection Agreement (hereinafter referred to as "Agreement") has been entered into this _____ day of _____, 2009 by and between _____ currently residing at _____ (hereinafter referred to as "Client") and *DOC Home Inspection, LLC* (hereinafter referred to as "Inspector"). Client hereby requests an inspection of the subject property to be conducted by Inspector for the sole use and benefit of Client. Client acknowledges that s/he has read the entire Agreement and understands that s/he is bound by all of the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises and considerations contained in this Agreement, the parties hereto agree as follows:

1. **Scope of Inspection:** The scope of this inspection is to provide a general report regarding the condition of visible portions of the subject property and to provide Client with an identification and description of the major visible deficiencies in the subject property as they exist on the date of the inspection.
2. **Report/Findings:** Inspector will provide Client with a written report describing the apparent condition and deficiencies of the subject property within twenty four (24) hours of the completion of the on-site inspection of the subject property. The written report shall be the sole and exclusive property of Client. In the event that Client desires a copy of the report to be forwarded to Client's attorney, realtor or other person, Client shall execute the "Authorization to Release Information" portion of this Agreement and shall provide Inspector with the fax number and/or e-mail address of the professional to whom Client desires the Inspection Report to be submitted.
3. **Standards of Practice:** The parties hereby expressly agree that the current standards of practice of the Illinois Department of Financial & Professional Regulation which implement the Illinois Home Inspector License ACT (225 ILCS 441) are incorporated into and made a part of this Agreement. A copy of the Standards of Practice is available upon request.

Client initials: _____

4. **Systems to be Inspected:** The parties acknowledge and agree that the systems to be inspected within the subject property include the following systems (and their related components) as set forth in the State of Illinois Notice of Adopted Amendments, Section 1410.200 in relation to the Illinois Home Inspector Act (225 ILCS 441), to wit:

- THE EXTERIOR
- THE PLUMBING SYSTEM
- THE ELECTRICAL SYSTEM
- THE COOLING SYSTEM
- THE CHIMNEYS
- THE FIREPLACES AND SOLID FUEL BURNING APPLIANCES
- THE ROOF SYSTEM (SEE LIMITATIONS)
- THE STRUCTURAL SYSTEM/FOUNDATION
- THE HEATING SYSTEM
- THE INTERIOR
- THE INSULATION & VENTILATION

5. **Limitations of Systems to be Inspected:** The parties acknowledge that the inspection to be performed on the subject property is visual in nature only and does not involve the moving, dismantling, or other alteration of any object, system or portion of the subject property. Accordingly, any latent, concealed or hidden defects and/or deficiencies are expressly excluded from the scope of this inspection. Additionally, where the subject property is a condominium or attached townhome, only the units within, subsections of or related components of the master building structure that are visible and readily accessible will be inspected. ***The parties expressly acknowledge that the inspection of the roof system shall be limited to a visual inspection from the ground and that Inspector assumes no liability for any defects that are not reasonably discoverable from such ground inspection of the roof system. The parties expressly acknowledge that the inspection of the crawl space shall be limited to a visual inspection from the access area and that Inspector assumes no liability for any defects that are not reasonably discoverable from such visual inspection of the crawl space.***

6. **Exclusion from the Scope of Inspection:** Unless expressly agreed to in writing (and in consideration of the payment of an additional fee or fees), the following items and/or systems are expressly excluded from the scope of this inspection and report: conditions that are located in concealed or inaccessible portions of the premises, such as items that are underground or contained within fixtures, walls or within other closed portions of the building or concealed by personal property or vegetation; termites wood destroying insects, pests, rodents or other organisms; fuel storage equipment; lawn and fire sprinkler systems; attached exterior barbeque or other cooking devices, fuel lines and other related equipment; exterior fire pits or fireplaces; low voltage electrical systems including, but not limited to television antenna, satellite dishes and systems, signal cables, telephone, fax or modem lines, security systems, intercom systems, stereo wiring, door bells, exterior lighting, motion sensors, automated equipment wiring, landscape lighting; environmental hazards, including, but not limited to the presence of asbestos or asbestos containing materials, lead or lead based substances,

Client initials:_____

radon gas, formaldehyde; swimming pools (above ground or below grade), ponds, saunas, hot tubs, waterfalls and all related equipment; private water and/or sewage systems such as wells and septic systems; water softener or water purification systems; exterior insulated finishing systems (EIFS); boundary identification and/or measurement; easements and rights of way; solar energy systems; radiant heating systems; alarm or security systems; air ventilation systems, including, but not limited to, HRV, ERV & HERV; elevators and dumbwaiters; landscaping, vegetation, trees, plants and foliage; & cosmetic finishes and conditions. ***The preceding list of exclusions is general in nature and is not intended to be exhaustive. Inspector expressly reserves the right to add additional exclusions to the Report as needed and determined on a case by case basis. Any such additional exclusions shall be identified and labeled within the Report.***

7. **Mold Exclusions:** Unless expressly agreed to in writing by separate instrument, Inspector shall not be required to test for the presence of molds, fungi, mildew or other organisms.
8. **Product Recall Information:** Inspector shall not be responsible to obtain or otherwise provide notification regarding product recalls. Such information may be available on the Consumer Product Safety Commission's website at www.cpsc.gov.
9. **Dispute Resolution:** In the event of any disputes between Client and Inspector, Client agrees to provide reasonable notice to Inspector and to permit an inspection of the condition(s) giving rise to the dispute by Inspector or Inspector's agent. Client agrees to hold Inspector harmless for any and all claims relating to conditions that are altered or repaired without the delivery of notice to Inspector and/or conditions that are altered or repaired without the delivery of notice to Inspector and/or conditions that are altered without affording Inspector the opportunity to re-inspect said conditions. All unresolved disputes between the Inspector and Client (excluding the issue of non-payment of fees by Client) shall proceed to binding arbitration in accordance with the rules and regulations of the American Arbitration Association (AAA). Any disputes settled or awards entered in favor of Inspector shall include payment of reasonable attorney's fees, re-inspection fees, arbitration expenses and any other expenses incurred by Inspector in the defense of such claim. ***Interpretation of the terms, conditions and/or provisions of this Home Inspection Agreement and the Inspection Report shall be governed by the laws of the State of Illinois.***
10. **Limitations of Inspection:** Client acknowledges that Inspector is providing a general, unbiased opinion as to the current condition of the subject property and its related systems. Inspector makes no warranties of any kind, express or implied, regarding the life expectancy, fitness for use, safety or adequacy of the subject property or any of its related systems and/or equipment.
Client initials: _____

11. **Amendment of Report:** Inspector shall be allowed to correct any clerical errors, typographical errors or omissions in or to the Report within seventy two (72) hours of the delivery of the Report to Client.
12. **Consideration:** Client agrees to pay the sum of \$ _____ to Inspector as full payment for Inspector's services in performing the general inspection of the subject property, preparing the Inspector's Report and submitting the Report to Client and/or Client's assigns. Client shall deliver full payment of said fee to Inspector prior to or at time of the inspection. Client agrees to reimburse Inspector for payment of any non-sufficient fund charges or other expenses associated with Client's form of payment.

CLIENT(S) ACKNOWLEDGES THAT I/WE HAVE READ AND UNDERSTAND ALL OF THE ABOVE TERMS AND CONDITIONS OF THIS AGREEMENT. I/WE AGREE TO BE BOUND BY THE TERMS AND PROVISIONS CONTAINED IN THIS AGREEMENT AND I/WE AGREE TO FULLY AND CAREFULLY READ THE ENTIRE INSPECTION REPORT.

DATED: _____

DATED: _____

CLIENT

INSPECTOR

AUTHORIZATION TO RELEASE INFORMATION

Client acknowledges that the Inspection Report is prepared exclusively for the benefit of Client and is Client's sole and exclusive property. Client hereby expressly authorizes and directs Inspector to release copies of the Inspection Report to the following individuals:

_____ INSPECTOR MAY ONLY RELEASE THE REPORT TO CLIENT; OR

_____ INSPECTOR IS AUTHORIZED TO RELEASE THE REPORT TO:

_____ CLIENT'S REALTOR _____
BY FAX AT ()
BY E-MAIL AT _____

CLIENT'S ATTORNEY _____
BY FAX AT ()
BY E-MAIL AT _____

OTHER _____
BY FAX AT ()
BY E-MAIL AT _____

DATED: _____

CLIENT