

INSPECTRUM, INC.

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Voice 773.929.9889

GENERAL HOME INSPECTION - AGREEMENTCLIENT: Joe Smith JOB # : 123456BUILDING ADDRESS: 1234 Slick Lane, Chicago, IL DATE: 11/17/2009JOB TYPE: 3-FLAT UNIT ONLY?: TIME: 1:30 PM

CLIENT PRESENT?: (If "NO", Authorized Agent is:

FEE: \$0.00 WEATHER: Light Rain Approx. Temp.: Below 60

PURPOSE : To help educate the Client about the subject property, or:

-WHAT WE DO-**WE EXAMINE READILY ACCESSIBLE BUILDING SYSTEMS AND COMPONENTS TO DETECT VISUAL AND/OR OPERATIONAL SIGNIFICANT DEFICIENCIES (UNSAFE OR NOT FUNCTIONING CONDITIONS) ONLY.**

i.e. Decorative flaws (such as cracked tiles or pulled tape joints); minor malfunctions (such as burnt out light bulbs or missing window locks); regular maintenance requirements (such as replacing furnace filters or aligning door latches), are examples of "not significantly deficient systems or components".

INSPECTION LIMITATIONS

- 1. VISUAL ONLY, NOT TECHNICALLY EXHAUSTIVE:** No invasive procedures are utilized. The inspection is not technically exhaustive. Only exposed, readily accessible building systems and components are inspected. Specialists are not engaged. Systems are not dismantled. Equipment operation is limited to using only normal operating controls and opening only readily accessible access panels. Furniture, stored goods and appliances are not moved. Latent or concealed defects and deficiencies are specifically excluded.
- 2. DEFICIENCIES MAY REMAIN UNDETECTED:** Buildings are composed of many repetitive components. Per home inspection standards, INSPECTRUM inspects only a representative sample of components. Client understands and accepts this procedure as a limiting condition of the home inspection protocol. INSPECTRUM assumes no liability for deficiencies not detected as a result of this procedure.
- 3. AT THE TIME OF INSPECTION ONLY:** No representation about the past or future condition of any system or component is made or implied. Building systems and components, as a result of age, normal wear and tear, and deterioration, are always changing. Only observations about the condition of systems/components at the time of the inspection are made and recorded.
- 4. NOT A BUILDING CODE COMPLIANCE INSPECTION:** The inspection process will not yield and should not be interpreted as a code compliance inspection or certification for past or present governmental codes or regulations of any kind.
- 5. NOT AN APPRAISAL OF VALUE:** The inspection process will not yield and should not be interpreted as an appraisal (in whole or in part) of the property or as any statement relating to the value or marketability of the property at the time of the inspection or at any time in the future.

LEGAL LIMITATIONS: The following specifically identified conditions are in addition to all rights and obligations specified by law. If there is any conflict between general law and the conditions specified below, the parties to this Agreement agree that the conditions stipulated below shall be controlling and binding.

- 1. www.OBRE.STATE.IL.US/** The inspection shall be performed in accordance with the Illinois Home Inspector License Act ("Act") (225ILCS441), which shall define, subject to the above stipulation, the Standards of Practice and the conditions, limitations and exclusions of the inspection. The Act is incorporated by reference herein. Terms and conditions of the Act can be found at the web site referenced.
- 2. CLIENT:** The term "Client" includes all persons who are property buyers, regardless of their presence at the inspection. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family. Interests and obligations of all clients are incurred by the Client, or if the Client is not present, by the Client's Authorized Agent present at the inspection.
- 3. NO GUARANTEE:** THE INSPECTION AND REPORT PROVIDE NO GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, OR CONDITION OF ANY INSPECTED STRUCTURE, COMPONENT OR SYSTEM. INSPECTRUM encourages the engagement of specialized professionals to further evaluate issues noted in our general inspection report or for evaluation of systems not covered by this general inspection.
- 4. ESTIMATES OF COSTS** of repairs are provided at the client's request and are only that - relative estimates. They are not to be construed as price quotes or price guarantees.
- 5. LIMITS OF LIABILITY:** Client and Client's Authorized Agent hereby understand and agree that in the event of any error, omission or alleged breach of contract on the part of INSPECTRUM, **any and all liability of INSPECTRUM, its agents, inspectors or employees shall be solely and exclusively limited to an amount** no greater than the inspection fee paid and that INSPECTRUM (including its agents or employees) assumes no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature. In the event of a claim by the client that an installed system or component which was inspected by the Inspector was not in the condition reported by the inspector, the client agrees to notify INSPECTRUM at least 72 hours prior to repairing or replacing such system or component. If repair or replacement is done without giving INSPECTRUM the required notice, INSPECTRUM will have no liability to the client.
- 6. 2 YEAR LIMIT FOR LEGAL ACTION:** Client and Client's Authorized Agent hereby understand and agree to a Statute of Limitations of two (2) years. Legal action, if any, must be brought within two (2) years of the date of the inspection or be deemed waived and forever barred.
- 7. ARBITRATION:** Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of

negligence, fraud or misrepresentation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed there under shall be final and binding and judgment on the Award may be entered in any Court of competent jurisdiction.

SYSTEMS ASSESSED: Inspection and assessment of any building system or component is subject to its being visible or available through readily accessible access panels, without dismantling components, moving stored items for access or using a ladder greater than 12 feet in length. Unless otherwise noted in the report, systems inspected are: heating, ventilation and air conditioning; plumbing; electrical; structural composition, foundation, and masonry structure (see exclusions below); roof, or any other real property component as established by rule in the Home Inspector License Act.

A UNIT ONLY INSPECTION does not include inspection of any of the common or limited common elements of an Association. No ladders are used during "Unit only" inspections for access to components or systems otherwise inaccessible. Garages, A/C compressors or other items outside the enclosure of the unit and not readily accessible are not included in "Unit only" inspections.

EXCLUSIONS: Systems, items and conditions which are not within the scope of this inspection include but are not limited to: **mold** and mold contamination, radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, other environmental hazards; pest infestation, security and fire protection systems, household appliances, paint, wallpaper and other treatments to windows, interior walls ceilings and floors; recreational equipment or facilities; underground storage tanks, energy efficiency measurements; concealed or private security systems, water wells; heating system accessories, heat exchangers, solar heating systems, sprinkling systems, roofs or other building components which can not be safely reached by use of a 12 foot ladder, cosmetic deficiencies, ancillary buildings (other than garages) any and all low voltage systems, humidifiers and de-humidifiers, electronic air cleaners, water filters, water softeners, central vacuum systems, telephone, intercom or cable TV systems, antennas, lightning arrestors, trees or plants, governing codes, ordinances, statutes and covenants. Client understands that these systems, items and conditions are excepted from this inspection. Any general comments about these systems, items and conditions, either orally or in the written report are informal only and DO NOT represent an inspection.

Structural integrity of building components, including porch and deck structures, are specifically excluded from the scope of this inspection. INSPECTRUM's INSPECTORS ARE NOT CIVIL OR STRUCTURAL ENGINEERS.

TERMS OF EVALUATION:

- SATISFACTORY:** The system or component appears to be operating in accordance with its design parameters and the requirements of its function, considering limits of age, normal wear and tear, and depreciation.
- MARGINAL:** The system or component indicates that attention, repair or replacement is recommended, or may become necessary in the foreseeable future.
- SIGNIFICANTLY DEFICIENT:** The system or component is unsafe or not functioning. Attention, repair or replacement should be expected imminently.

SUMMARY: Summary means just what it says; summary items only. Page 2 of the report is the SUMMARY. This page does not list all issues discussed or identified throughout the inspection or report. The Summary lists only those items which in the inspector's view are the most significant issues. Client agrees to read and review the entire report and when necessary, share the entire report with client's attorney/agent, and not rely on only those items noted in the summary.

This Agreement, including all terms and conditions on both pages of this Agreement represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. INSPECTRUM provides only the Client or the Client's Agent with this Report, unless otherwise directed, which report is for the sole, exclusive and confidential use and possession of the Client. Client has read, understands and accepts this Agreement and all terms and conditions under which the inspection is performed and the report is generated.

CLIENT:	INSPECTRUM, INC: Illinois Entity License # 051.0000117 License Expires 11/30/08
By: _____	By: _____
Date: _____	Illinois License #: <u>050.0000453</u>