

Document to Conduct Inspections/ Understanding Your Inspection

- Inspection Agreement –

This is intended to be a legally binding contract. Please read it carefully

The client understands and agrees as follows:

1. A preliminary limited visual inspection is requested at the above address from the client to have Kevan Zinn of ZINN Home Inspection Services LLC thereafter collectively referred as "We or Us or Company", perform an inspection in accordance with the Standards of Practice as prescribed by the State of Illinois, regulated by the Department of Financial Regulation (225 ILCS 441). The inspection is an opinion and the completed report are limited by the terms and conditions, exclusions and limitations as established by this contract, the State of Illinois and the American Society of Home Inspectors (ASHI). A copy is online at www.ashi.org.

2. All building inspection services are limited to a visual inspection to areas that are readily accessible. Readily accessible areas are those available for visual inspection without requiring moving of personal property, dismantling beyond normal homeowner use, destructive measures, or any action likely to involve risk to persons or property. Crawl spaces and attics are notoriously difficult areas in many homes. In the event we cannot look at an area it will be noted as such.

3. The inspection is not technically exhaustive. The fee charged for this inspection is substantially less than that of a technically exhaustive inspection. It includes plumbing, electrical, roof, gutters, interior spaces, structural, foundation and framing, basement and crawlspaces, exterior siding, porches, decks, fireplaces, furnace, air conditioning, insulation and ventilation. Further details are in the ASHI Standards www.ashi.org.

3A. The inspector will decide the appropriate use of tools, type of tools and the extent of the use for each building.

4. We will provide the client with an electronic copy of the report but reserve the right to modify the inspection report for a period of time that shall not exceed forty eight hours after the report has been delivered to the client. You should read your entire report when it is received and promptly call ZINN Home Inspection Services with any questions that may arise.

5. The written report shall be considered the final and exclusive findings. The client agrees they will not rely on any oral statements made by the inspector prior to issuance of the written report.

6. The inspection and inspection report are performed and prepared for your sole, confidential, and exclusive use. To aid consultation of the findings, the client may choose to show the report to third parties (ie: realtor, attorney etc), but you are made aware of the following: The report is not intended to benefit any other person or use. The client agrees to indemnify, defend, and hold us harmless from any and all losses and liabilities and all related costs and expenses including attorney's fees from any third party claims relating to the inspection or inspection report.

7. We will use our best professional judgment and experience to document our observations, but we cannot be responsible for or liable for any defects which cannot be reasonably discovered during the limited time of the inspection. **Latent defects occur with every home.** Conditions may exist which may not be ascertainable at the time.

7A. The client understands there may be defects to any system and component to which the utility is off (examples winterized homes, HUD, Foreclosed). We do not restart services. Ensuring all utilities are on prior to the inspection, arrangements for turning on utilities, is the responsibility and expense of the buyers with coordination with realtors involved.

8. The purpose of the report is to help you evaluate the condition of the building. It is an aide to inform the client to discoverable defects in the property that impinge upon the health and safety of the occupants or materially affect the condition of the property. The inspection is intended to assist in evaluation of the overall condition of the building.

9. Please note that the inspection is a snapshot in time of the condition of the property at one particular moment. The report is simply our written evaluation of conditions at the property only on the date of inspection. **It is not to be deemed a guarantee or warranty against future defects in the inspected property. It is also not an insurance policy.** You should assume that certain items will fail over time and there is no means by which any inspection could predict all occurrences or when they may occur. New construction systems and components will undergo a certain amount of settlement. The client acknowledges that certain components of the house may function in a manner consistent with their purpose at the time of the inspection, but may cease to function or change or deteriorate abruptly and without notice, and that latent defects are possible.

10. If the life expectancy of any system or component (or appliance) concerns you, whether stated or not in the report, you should consider investing in a home warranty that provides the coverage you seek on your items of concern.

11. During the course of the inspection we will not: enter any areas inaccessible or which constitute a threat to our safety, remove personal items to make access to an area, system or component, damage or disturb any property including insulation, landscaping, leaves, snow, ice, or finished surfaces.

12 Nothing in this agreement is intended to limit the inspector from reporting conditions and observations in addition to those identified herein or in the Standards of Practice. Should we, as a courtesy, exceed any particular requirements in one area, we shall not be obligated to exceed requirements in other areas.

12A The client agrees to assume all the risk for all concealed conditions at the time of the inspection or exist in area excluded from inspection by the terms of this agreement. A preliminary building inspection does not undertake and excludes: Septic systems, Wells, Pools, Hot Tubs, Detached Structures, Environmental conditions, insect infestation, termites, formaldehyde, toxic chemicals, carbon monoxide, airborne hazards, zoning or codes compliance, regulatory compliance, lead paint, mold or mildew contamination, engineering and analysis, existence of easements or other property encumbrances, asbestos contamination, landscaping, furnace heat exchanger, radiant heat systems, buried or underground fuel tanks, security systems, gas appliances such as fire pits, any concealed piping for gas leaks, adequacy or efficiency of any system or component, recalls, repair estimates, or building value appraisal. If you have questions that involve anything beyond those items subject to the preliminary inspection, please call us prior to the inspection for clarification.

12B. The following items are excluded from the inspection: telephone or computer cables, satellite dishes, jet tubs, any odors or noise, or source thereof, lifts, recreational areas and equipment, central vacuum systems, thermostatic or time clock controls, radio controlled devices, speakers, humidifiers, water softener or purifier, free standing appliances, including but not limited to, freezers, washers, dryers, and refrigerators. Full appliance feature testing, digital accuracy, cooking adequacy, and dish cleaning adequacy are beyond the scope of inspection.

13.Dispute Resolution: In the event of 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 and 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. In the event the company or its employees are found liable due to breach of contract, any theory of liability, or negligence, then the liability of the company or its employees shall be limited to the sum equal to the amount fee paid for the inspection and report. Any legal action or proceeding of any kind toward us must be brought within one year from the date of the inspection or will be deemed waived and forever barred. In the event of a claim in connection with the inspection of the structure, it shall be made in writing to us within ten business days of discovery. The client will allow us to inspect the claim prior to any repairs or waive the right to make a claim. Client agrees not to disturb or repair or have repaired anything which may constitute evidence relating to the complaint, except in the case of emergency.

The inspection and the report are not considered an expert witness report. In the event the inspector is called upon to be a consultant or witness to any court jurisdiction an hourly fee will be assessed. Fee shall not be contingent upon the verdict.

14. This contract will become part of the inspection and the report, and acceptance of the report will constitute the acceptance of the terms and understanding of the above. If any part of this contract is declared invalid or unenforceable by any court of competent jurisdiction, the surviving portions of this contract shall remain in effect.

15. In consideration for the inspection, the client agrees to pay us for our fees. Credit Card processing is 3% of the total. Payment is due in full at the time the inspection is performed. Please discuss payment at closing options in advance of the inspection as payment will be made even if the sale does not close. We reserve the right to assess additional fees in the event property information given to us is inaccurate or payment for our services is delayed. Closing fees are \$50.00.

16. ZINN Home Inspection Services may seek compensation from you for any reasonable legal expenses or attorney fees that arise out of enforcing or defending this contract.

YOU ARE OUR CLIENT. We do not solicit referrals for home inspections from real estate agents. We do not have a secondary interest in the property. No arrangements with contractors or other trades people have been made to obtain benefits from the sale or improvement to this property.

I AGREE THAT I HAVE READ THE TERMS OF THIS CONTRACT AND THAT ANY QUESTIONS I HAVE ABOUT THE CONTRACT HAVE BEEN FULLY AND SATISFACTORILY EXPLAINED. I AGREE THAT I UNDERSTAND AND CONSENT FREELY TO ALL THE ABOVE TERMS AND LIMITATIONS EXPRESSED HEREIN.

Version 2013.08 ZINN Home Inspection Services (Representative signature): *Kevin Zinn*

Illinois License 450.0001302 Exp 11/16

Client Signature (s): _____ Date _____
E-mail address(es): _____

I wish to release an electronic copy of the report to my realtor (initial here) _____