

HOMESTEAD SERVICES, INC.
Naperville, IL
630 550-1348

RESIDENTIAL PROPERTY INSPECTION AGREEMENT

THIS INSPECTION AGREEMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. PLEASE READ IT CAREFULLY

Client Name(s): _____

Date of Inspection: _____

Inspector: Dan Teska

Report #: _____

Property Address: _____

Client Telephone: _____

Agreed Inspection Fee: _____

Radon Test: _____

Additional Fee(s) For: _____

TOTAL INSPECTION FEES: _____

1. **Client** requests a limited visual inspection of the residential structure identified at the above address by the listed inspector of **Homestead Services, Inc.**, herein after collectively referred as the "Company". **Client** hereby represents and warrants that all approvals necessary have been secured for Company's entrance on to the property. **Client further** warrants: (a) they have read the following Agreement carefully, (b) they understand they are bound by all the terms of this contract, and (c) they will read the entire inspection report when received and promptly call Company with any questions they may have.
2. **Client** understands that the inspection and inspection report are performed and prepared for their sole, confidential and exclusive use. **Client** agrees that they will not transfer or disclose any part of the inspection report to any other person with these exceptions **ONLY**. (a) One copy may be provided to the current seller(s) of the property, but only upon the express condition that the seller(s) covenant to use the inspection report only in connection with **Client's** transaction and agree not to transfer or disclose the report to any persons other than their real estate agent; and (b) one copy may be provided to the real estate agent representing **Client** and/or a bank, or other lender for use in **Client's** transaction only. **Client** agrees to indemnify, defend and hold harmless Company from any third party claims relating to this inspection or inspection report.
3. Company agrees to perform a limited visual inspection of the residential structure at the above address and to provide **Client** with a written opinion as to the apparent general condition of the structure's components and systems, including identification of significant observable deficiencies, as they exist at the time of inspection. The inspection will be performed in a manner consistent with the standards of the laws of the State of Illinois.
4. Client agrees to pay the fee stated above for the performance of the inspection. This amount shall be paid in full prior to the completion of the inspection. If fee is to be paid at closing prior arrangement must have been

made. Should client fail to timely pay the agreed upon fee, client shall be responsible for paying any and all fees associated with collection, including but not limited to attorney's fees, costs, lost wages and interest accumulated at an 18% annual rate. The parties agree that the fee agreed to herein is not contingent on the reporting of any specific, predetermined condition of the subject property. The inspector has not and will not accept a fee or other valuable consideration in this transaction from any person other than the client. The inspector has not and will not pay any portion of the fee received herein to any participant in this real estate transaction.

5. The inspection **ONLY** includes those systems and components expressly and specifically identified in the inspection report. Any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or any other thing, or those areas/items which have been excluded by agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. **Client** agrees to assume all the risk for all conditions that are concealed from view at the time of the inspection or exists in any area excluded from inspection by the terms of this agreement. Maintenance and other items may be discussed, but will **NOT** form a part of the inspection report. The following areas/items, systems and components are among those **NOT INCLUDED** in the inspection, unless noted in the additional fee(s) for line(s) of this contract: • Code or zoning violations • Sink and tub overflows • Permit research • Structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing • Termites or other wood destroying insects, rodents or other pests, or fungus(mold) • Latent or concealed defects • Asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, water or air quality, PCB's or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites or other environmental or health hazards • Private water or sewage systems • Pools, spas, hot tubs, saunas, steam baths, fountains or other types of or related systems and components • Repair cost estimates • Building value appraisal • Radio controlled devices • Automatic gates • Elevators, lifts, dumbwaiters • Thermostatic or time clock controls • Water softeners or purifiers; electronic air filters • Radiant heat systems • Furnace heat exchanger • Solar heating systems • Gas appliances such as fire pits, barbecues, heaters and lamps • Main gas shut off valve • Chimney flues beyond the field of vision from the intake or exhaust • Seismic safety • Freestanding appliances • Security or fire safety systems • Personal property • Any adverse condition that may affect the desirability of the property • Proximity to railroad tracks or airplane routes • Boundaries, easements or rights of way • Unique/technically complex systems or components • System or component life expectancy • Adequacy or efficiency of any system or component • Items specifically noted as excluded in the inspection report. If a more thorough inspection is desired of any of the areas/items, systems or components listed above, then **Client** shall contract the appropriate trade professionals.
6. **Client** understands that the inspection and inspection report do not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures that may be required by law.
7. The written report to be prepared by Company shall be considered the final exclusive findings of Company of the premises. **Client** understands and agrees they will not rely on any oral statements made by the Inspector prior to the issuance of the written report. **Client** further understands and agrees Company reserves the right to modify the inspection report for a period of time that shall not exceed forty-eight (48) hours after the inspection report has first been delivered to **Client**.
8. **Client** understands and agrees that any claim arising out of or related to any act or omission of Company in connection with the inspection of the residential structure, as limited herein, shall be made in writing and reported to Company within ten (10) business days of discovery. **Client** further agrees to allow Company to re-inspect the claimed discrepancy, with the exception of emergency conditions, before **Client** or **Client's** agents, employees or independent contractor's repairs, replaces, alters or modifies the claimed discrepancy. **Client** understands and agrees that any failure to notify Company as stated above shall constitute a waiver of any and all claims **Client** may have against the Company.
9. 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 and inspection report shall be submitted for final and binding arbitration under the Rules and procedures of the State of Illinois Arbitration Act. 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.

9. It is understood and agreed by and between the parties hereto that Company is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by Company in the performance of a limited visual inspection of the general condition of the structure's systems and components as described in Paragraph 4 and production of a written inspection report, that because of the limited nature of this inspection the inspection cannot be expected to uncover all defects or deficiencies within the structure and that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services. Thus, **Client** and company agree that in the event that Company breaches its obligation or duty to perform such service and **Client** is thereby damaged, then the liability of Company (including it's officers, agents and employees) shall be limited to a sum equal to the amount of the fee paid by the customer for inspection and report and this liability shall be exclusive.

Client's Initials _____

10. **Client** understands and agrees that if they are not present at the time of the inspection and therefore do not sign this Agreement that this agreement will form a part of the inspection report and acceptance of the inspection report by **Client** shall and payment therefore will constitute acceptance of the terms and conditions of this Agreement. **Homestead Services, Inc.** requires an inspection agreement to be signed by **Client** prior to performing an inspection. If you were not present at the inspection and did not sign the Inspection Agreement you, by accepting, paying for, and/or using the inspection report you acknowledge and agree to be bound by the terms and conditions of the inspection agreement and further agree that the inspection agreement will form a part of the inspection report.

11. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

12. This Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modification is in writing and signed by the parties. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

13. I have read, understand and agree to all of the terms and conditions of this contract and to pay the fee listed above today.

I, _____, authorize a copy of the home inspection to be sent to my agent, _____ at _____ (e-mail address).

Signature of Client/s: _____ **Date:** _____

Signature of Client/s: _____ **Date:** _____

Homestead Services, Inc. by: _____ **Date:** _____