Pristine Inspections & Testing, Inc.

Inspection Agreement

This is a legally binding contract and contains an arbitration clause. Please read it carefully.

Property Address: ______________________________________________________________

Client(s): ______________________________________________________________

Inspection Fee $ ______________________________________________________________

This inspection agreement contains the terms and conditions of CLIENT’s (named above) contract with the inspection company, herein referred to as INSPECTOR, for an inspection of the property stated above. The inspection agreement contains limitations on the scope of the inspection, remedies and liability. By signing below, CLIENT represents and warrants that all necessary approvals have been secured for the INSPECTOR to perform the inspection of the property. CLIENT also warrants that they will carefully read the entire inspection or inspection report.

This inspection is limited to a visual examination of the exposed and readily accessible areas of the building, and to this extent includes an evaluation of the following major components:

- Foundation
- Electrical Systems
- Interior Walls
- Site Framing
- Exterior Doors
- Windows
- Site Drains
- Heating
- Floors
- Vented
- Built-in Appliances
- Fireplaces
- Stairs
- Chimneys
- Attic

If near building: Paving, Decks

Limitations, Exception and Exclusions

The inspection only includes the systems and components expressly and specifically identified in the inspection report. In addition, any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpet, ceilings, furnishings or other fashion is excluded. The inspection does not include any destructive testing or the dissecting or moving of any objects or portion of the premises. The following systems and components and areas are among those NOT included in the inspection or inspection report:

- Radon gas, water or air quality (unless otherwise listed as an additional service), asbestos, Chinese drywall, railroad tracks or air routes, boundaries, easements or rights of way, adjoining properties or neighborhood.
- Noise transmission; determination of odors.
- Cosmetic finishes and conditions; landscaping and foliage.
- Advisability of purchase; adequacy, efficiency, durability or quality of any system or component.

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Limitation of Liability

In the event INSPECTOR fails to fulfill the obligations under this agreement, CLIENT’s exclusive remedy at law or inequity against INSPECTOR is limited to the inspection fee. CLIENT acknowledges that this limitation of liability is reasonable in view of the relatively small fee that INSPECTOR charges for performing the inspection, when compared with the large potential of exposure that INSPECTOR might otherwise incur in the absence of such limitation of liability.

Confidentiality of Report

The inspection report is confidential and is for the exclusive use of the CLIENT. It is not to be copied or disseminated to any other party without the written consent of CLIENT. Use of all disclosures contained in the report is specifically restricted to the transaction for which the inspection was performed. Use of or reliance upon the report by other parties, or for other transactions, is strictly prohibited.

Payment and Receipt of Report

Payment is due upon completion of the inspection by INSPECTOR. If CLIENT is not present at the inspection, payment shall be due upon receipt of the report. Acceptance of the inspection report shall constitute agreement with all the terms of this contract, regardless of whether this contract is signed by the CLIENT. If CLIENT objects to any of the terms of this agreement, CLIENT shall return the written inspection report and all copies to the INSPECTOR within three days and any fee that has been paid will be refunded to the CLIENT. Failure to return the written inspection report and payment of the fee shall constitute the full acceptance of all of the terms of this agreement by the CLIENT. In the event CLIENT fails to pay any amount due hereunder and it becomes necessary for the INSPECTOR to take action in a court of law to collect such sums, CLIENT shall be responsible for all costs and reasonable attorney’s fees incurred by the INSPECTOR. CLIENT shall not rely on any oral statements made by INSPECTOR prior to the issuance of the written report.

Other Services

INSPECTOR may have an affiliation with a third party service provider (“TPSP”) in order to offer CLIENT additional value-added services. By entering into this agreement CLIENT (a) authorizes INSPECTOR to provide CLIENT contact information (including telephone number) to the TPSP, (b) waive and release any restrictions that may prevent the TPSP from contacting CLIENT (including by telephone), and (c) authorize the TPSP to contact CLIENT (including by telephone) regarding special home alarm system offers.

Entire Agreement, Modifications and Third Parties

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 change or modification is in writing and signed by the parties and supported by valid consideration. This agreement shall be binding upon inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

Governing Law and Severability

This agreement shall be governed by law. If any portion of this contract is found to be invalid or unenforceable by any court or arbitration, the remaining terms shall remain in force between the parties.

I have read, understand and agree to all of the above terms and conditions of this agreement.

Signature of Client: __________________________________________________________

Date: __________________________

E-mail to: __________ Client __________ Agent INITIALS: __________

Client E-mail: __________________________________________________________

Agent Name or E-mail: ______________________________________________________

Inspector: ________________________________________________________________

Date: __________________________

Report #: __________________________

CASH    VISA     MC    DISC    CHECK# __________________________

PristineHl.com      217-352-3743      Fax: 217-402-9851
3912 Trainway Dr.    Champaign, IL 61822
IL ENTITY Lic. # 451000932
IL Lic. # 4500