

The address of the property is: _____.

Fee for the inspection is \$ _____. INSPECTOR acknowledges receiving a deposit of \$ _____ from CLIENT.

THIS AGREEMENT made this _____ day of _____, 20____, by and between

Pristine Home Inspections, Inc. (hereinafter "INSPECTOR") and the undersigned ("CLIENT"), collectively referred to herein as "the parties." The

Parties understand and voluntarily agree as follows:

1. INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.
2. **SCOPE OF INSPECTION:** The scope of the inspection is strictly limited as set forth in this Agreement. The parties understand and agree that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent and concealed defects and deficiencies, including but not limited to, basement flooding, basement seepage and roof leakage, are excluded from this inspection. The parties agree that the Illinois Standards of Practice, 68 Ill. Admin. Code 1410, Sec. 1410.200, as amended, as well as the American Society of Home Inspectors® (ASHI®) Standards of Practice, most current edition, shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. Copies of these standards are available upon request. Where the State of Illinois Standards and the ASHI® Standards are found to be in conflict, the State of Illinois Standards shall supersede the ASHI® Standards. Thermal observations are not guaranteed, expressed or limited, or conclusive evidence of the presence or lack thereof of insulation, moisture, air leakage, or other anomalies. Unless otherwise indicated below, CLIENT understands that INSPECTOR will **NOT** be inspecting for the presence of **Termites/Wood Destroying Insects**. Unless otherwise indicated below, CLIENT understands that INSPECTOR will **NOT** be testing for the presence of **radon** – a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated below, CLIENT understands that INSPECTOR will **NOT** be testing for **mold**. Unless otherwise indicated in a separate writing, CLIENT understands that INSPECTOR will not test for compliance with applicable **building codes** or for the presence of potential dangers arising from **asbestos**, lead paint, formaldehyde, **molds**, soil contamination, and other **environmental hazards** or violations.
3. The inspection and report are for the use of CLIENT only, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release INSPECTOR (including employees and business entities) from any liability whatsoever. INSPECTOR'S inspection of the property and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law. No determination of insurability will be made.
4. **LIMITATION OF LIABILITY:** INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to **two (2x) times the fee paid** to the INSPECTOR, and this liability shall be exclusive. At the CLIENT's option, a **comprehensive inspection** without limitation of liability is available. A **comprehensive inspection** includes a contractor, engineer and architect review of the property for a minimum fee of **\$4,000**. A comprehensive inspection requires a separate contract.
5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the INSPECTOR holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing.
6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) written notification of adverse conditions within **14 days** of discovery; and (2) access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.
7. **DISPUTE RESOLUTION:** Any controversy or claim between the parties hereto, arising directly or indirectly out of, connected with, or relating to the interpretation of this Agreement, the scope of the services rendered by INSPECTOR, the Inspection Report provided to the CLIENT by INSPECTOR, or as to any other matter involving any act or omission performed under this Agreement, or promises, representations or negotiations concerning duties of the INSPECTOR hereunder, shall be submitted to **Small Claims Court**. If the alleged damages exceed the jurisdictional limit for **Small Claims Court**, the dispute shall then be submitted to **Binding Arbitration** before Construction Dispute Resolution Services ("CDRS"). If CDRS is unavailable, then by Resolute Systems. Any Arbitration or Legal Action must be commenced within **One (1) Year** from the date of the inspection; INSPECTOR shall have no liability for any claims/actions commenced more than **One (1) Year** after the date of the inspection.
8. **ENFORCEMENT FEES AND COSTS:** Any party failing to follow the DISPUTE RESOLUTION process identified above, shall be **liable for all fees and costs** associated with compelling/enforcing compliance with the DISPUTE RESOLUTION process.
9. **SEVERABILITY:** If at any time subsequent to the date hereof, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.
10. If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.
11. **PAYMENT:** Payment is expected when the report is delivered. A 10% late fee (per month) will be charged for all late payments. All costs, including but not limited to, collections, liens & legal fees to recover past due payments will be added to the customer final bill. A \$50.00 fee will be added to all returned checks.

- 12. Same day cancellation or failure to cancel an appointment prior to day of scheduled home inspections will result in a charge of a \$125.00 late cancellation fee.
- 13. You may not assign this Agreement. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so for all Clients and/or intended beneficiaries.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

FOR INSPECTOR

CLIENT OR REPRESENTATIVE

TERMITE/PEST \$ _____

Email Address: _____

RADON \$ _____

Date: _____

AIR/MOLD \$ _____ Cash Credit Card Money Order Check # _____

Report#: _____

ANCILLARY SERVICES

WOOD DESTROYING INSECTS (WDI) INSPECTION: This is a visual inspection for damage or other evidence of wood-destroying inspections of readily accessible areas only. We will present our findings on the "Wood-Destroying Insect Inspection Report" (Form NPMA-33), which may be found on the U.S. Department of Housing and Urban Development website (www.hud.gov). Please review this form before you sign this Agreement, so you will know the limited scope of this inspection. A wood-destroying insect (WDI) means an arthropod which damages and can re-infest seasoned wood in a structure, namely, termites, powder post beetles, old house borers, carpenter ants and bees. We do not remove floor coverings or furniture, open walls or perform any type of destructive inspection. Certain structural areas are considered inaccessible and impractical to inspect including but not limited to: the interiors of hollow walls and inaccessible areas below; areas beneath wood floors over concrete; areas concealed by floor coverings; and areas to which there is no access without defacing or tearing out lumber, masonry, roofing or finished workmanship; structures (except for wood members abutting the structure) such as fences, gazebos, storage sheds, plumbing sheds, detached decks and/or porches; livestock areas; portions of the attic concealed or made inaccessible by insulation or ducting; portions of the attic or roof cavity concealed due to inadequate crawl space; areas of the attic made inaccessible due to construction; interiors of enclosed boxed eaves; portions of the sub area concealed or made inaccessible by ducting or insulation; enclosed bay windows; portions of the interior made inaccessible by furnishings with the exception of any specific area(s) noted in the body of the Report; areas where locks prevented access; areas concealed by appliances; areas concealed by stored materials; and areas concealed by heavy vegetation. There is no economically practical method to make these foregoing areas accessible. However, they may be subject to attack by wood destroying pests. No opinion is rendered concerning the conditions in these aforementioned areas. Wood destroying insects may become active at any time. The resulting report from this inspection is neither a guarantee nor warranty as to the absence of wood destroying insects. To offer such a warranty would entail expensive applications of pesticides which this company does not do. If such a warranty is desired, we suggest contacting a locally licensed pest control company which sprays for insects.

RADON TEST: The purpose of the Radon Test is to detect the concentration of radon within the lowest livable area of the Subject Property. The radon test will be performed by means of a Continuous Radon Monitor (CRM). After the minimum sampling duration has been met, the measurement data collected will be sent to an independent, state-certified radon measurement business, which will analyze the data and issue a report detailing the level of radon in the subject property. The results of radon test are not a guarantee that radon does or does not or will or will not exist in the Subject Property; the results are indicative only of the radon level in the areas sampled at the time the service is performed. Since radon and its decay products can fluctuate from hour to hour and season to season, recommendations for closed building conditions and air circulation were developed by the EPA to provide standardized conditions under which a short-term radon survey is to be performed in order to reduce the variation in radon levels in a subject property. These conditions will tend to maximize the radon measurement in order to determine if a dwelling has the "potential" to have an elevated radon level. All exterior windows and doors must be kept closed. All doors to and from the lowest livable area must be kept closed except for normal, momentary entering and exiting during testing. Heating, air conditioning, dryers, range hoods, bathroom fans and attic ventilators can be operated normally. However, any heating, air conditioning, or ventilating equipment that has a built-in outdoor air supply that is manually controlled, shall be turned off or the inlet closed. Fireplaces or wood stoves shall not be operated, unless they are a primary heat source. Whole house fans shall not be operated. Window fans shall be removed or sealed shut. These test conditions shall be initiated 12 hours prior to the start of the radon device being placed and must be maintained for the duration of testing. A letter outlining these conditions can be provided to the occupant, owner, or owner's representative, as required. If the test conditions in paragraph are not adhered to, the test results may be deemed invalid and we shall not be held responsible for any consequences or fees that should occur, for example, a loss of a real estate transaction. Once the radon device is placed it cannot be moved, covered or altered in any way. Any alterations to the subject property including but not limited to, HVAC systems, exterior window/door replacement, additional living spaces, major renovations to the interior, may change the radon levels and warrant another radon survey.

AIR (MOLD) QUALITY TEST: The purpose of the air quality test is to obtain air samples ("Samples") to send to a third-party independent laboratory to test and determine the presence or non-presence of fungal contamination in a certain area of the Subject Property. The air quality test for mold is a limited test that consists of collecting one air sample at the exterior of the Subject Property and one air sample at the interior at the Heating Ventilation and Air Conditioning (HVAC) return air vent served by each air handler unit(s) installed in the Subject Property (collectively the "Representative Sample Area"). The inspector will send the samples to an independent laboratory which will analyze the samples for the presence of fungal contamination and issue a report detailing the presence and type(s) of fungal contamination, if any, found in the samples. The laboratory we partner with is accredited by the American Association for Laboratory Accreditation (A2LA) and certified by the American Industrial Hygiene Association (AIHA). No visual assessment is conducted as part of the air quality test. As such, the results of the air quality test are not a guarantee that fungal contamination does or does not exist in the Subject Property; the results issued by the laboratory are indicative only of the presence or absence of fungal contamination in the Representative Sample Area at the time the air quality test is performed. The air quality test will be conducted only in the Representative Sample Area and is NOT a complete assessment of the Subject Property. The Inspector is not responsible for any results or any errors made in testing the samples by the independent laboratory. The Inspector is a generalist and is not a Certified Industrial Hygienist or expert in any specific craft or trade. If the Inspector or report recommends further action including but not limited to consulting with a specialized expert(s), you must do so at your own expense or otherwise assume all risk associated with failure to do so. Because mold can grow and propagate in a number of areas in a home, such as behind walls and wallpaper, under carpet and tiles, in roof materials above ceiling tiles, and inside walls around pipes, the results of the Samples in the Representative Sample Area may not indicate fungal growth that is concealed, contained, or that does not have direct exposure to the air in the Representative Sample Area. No opinion is rendered concerning the conditions in areas other than the Representative Sample Area. The inspector will not be able to determine the extent of fungal contamination from the results of the samples nor will the inspector offer any opinion as to whether the Representative Sample Area contains fungal contamination. An appropriate number of samples must be collected and sent to the laboratory for testing, as set forth in this Agreement, before fungal contamination can be identified in the Representative Sample Area. The Environmental Protection Agency ("EPA"), Center for Disease Control, nor any other expert body have established standards or regulations for mold spore concentrations in the air or on surfaces. In light of the current absence of established standards for the majority of substances of fungal origins that are associated with building-related exposures, the laboratory's analysis follows the Healthy Home Standard guidelines of the International Institute for Building Biology and Ecology, Inc. (IBE).