

Pre - Inspection Agreement

Inspection Property Address: _____

City: _____ State: _____ Zip Code: _____

Date of Inspection: _____ Inspection Fee \$ _____

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

Ideal Inspections, Inc., 15047 Tripp Ave, Midlothian, IL 60445, Illinois Home Inspection Entity License #051.0000418, ("IDEAL") and

_____ ("CLIENT").

The Parties Understand and Agree as follows:

1. IDEAL will perform a standard inspection of the premises listed above in accordance with the Illinois Home Inspector License Act 225 ILCS 441. The term "standard inspection" as used in this Agreement means a limited and primarily visual examination of the readily accessible areas of the physical structure and systems of a structure. The intent of the standard inspection is to visually observe and identify "exposed to view" items that may need major repair or further evaluation by a specialist. The purpose of the inspection is to provide CLIENT with a professional, good faith opinion regarding the observed systems or components of the subject property that, in the opinion of Ideal, are significantly deficient along with why they are deficient, and to make recommendations to correct or monitor the deficiency.
2. IDEAL will perform the inspection in accordance with the Illinois Standards of Practice, 68 Ill. Adm.Code 1410, Sec 1410.200, as amended, a copy of which is available upon request or included in the inspection report. Readily accessible, operating, and exposed to view areas of the following systems and components will be observed: **Structural Components** – foundation, support beams, support posts, floor structure, roof structure, ceiling structure, wall structure, under floor crawl spaces, and attics. **Roofing Components** – roof coverings, flashing, chimneys, skylights, roof penetrations, and the roof drainage system. **Exterior Components** – exterior wall covering, flashing, trim, all exterior doors, attached decks, balconies, stoops, steps, porches, and their associated railings; the eaves, soffits, and fascias where accessible from ground level; the vegetation, grading, surface drainage, and retaining walls on the property when any of these are likely to adversely affect the building; walkways, patios and driveways leading to building entrances. **Electrical System** – service drop, service entrance conductors, cables, raceways, service equipment and main disconnects, service grounding, interior components of service panels and sub panels, conductors, over-current protection devices, GFCI's, and a representative number of receptacles, installed lighting fixtures and switches. **Plumbing System** – interior water supply and distribution, fixtures, faucets, drains, waste and vent systems, water heating equipment and vent systems, flues and chimneys, fuel storage and fuel distribution systems, drainage sumps, sump pumps and related piping, and the location of the main water and main fuel shut-off valves. **Heating System** – installed heating equipment, heat distribution systems, vent systems, flues and chimneys, and gas space heaters. **Cooling System** – installed central and through-wall cooling equipment, air handling equipment, and air distribution systems. **Interior Components** – walls, ceilings, floors, steps, stairways, railings; countertops, a representative number of cabinets, doors and windows; garage doors and garage door openers; fireplaces, and major appliances. **Insulation and Ventilation** – insulation and vapor retarders in unfinished spaces, attic and foundation area ventilation, and mechanical ventilation systems and components. CLIENT understands that weather conditions may affect the scope of the inspection. The inspection only includes those systems and components specifically identified here and in the inspection report. Any verbal or written comments regarding items not listed are provided as a courtesy to CLIENT, but are not within the scope of the standard inspection.
3. The standard inspection is not technically exhaustive and will not identify concealed or latent defects. There will be no engineering, architectural, cost estimating, or insect/pest inspection services provided and no opinions regarding code compliance, zoning, or other ordinances will be offered. The following conditions and items are **not included** as part of the inspection: soil conditions and contaminants, utility lines, water mains, wells, sewage/septic systems, solar or geo-thermal heating systems, radiant floor or ceiling heating systems, free standing solid fuel burning stoves, furnace heat exchangers, condensate pumps, fire suppression sprinkler systems, standby power generating systems, remote garage door transmitters, swimming pools/spas, saunas/steam rooms, hot tubs, underground fuel storage tanks, sprinkler systems, decorative lighting, recreational accessories, fences, storage sheds, central vacuum systems, portable humidifiers and de-humidifiers, intercom or music systems, security systems, telephone and TV wiring, low-voltage wiring, portable microwave ovens, self cleaning or continuous cleaning capabilities of ovens, portable window A/C units, water softening and filtering systems, solar heat systems, minor or cosmetic defects, insect or pest infestation, environmental hazards (asbestos, formaldehyde, lead paint, radon gas, electromagnetic radiation, toxic mold, trees and their root systems, water or airborne related illness or disease,

Pre - Inspection Agreement

toxic or flammable chemicals and all other similar or potentially hazardous substances), floor coverings, and wall coverings. Ideal shall not be expected to: move furniture and storage items, light fires and pilots, operate main valves and relief valves, manipulate circuit breakers, enter or access any unsafe areas, make any determinations regarding product recall, predict the life expectancy of any item, or determine the adequacy or efficiency of any system or component. IDEAL advises CLIENT to contact a qualified specialist, at CLIENT's expense, if information, identification, or testing of any excluded items is desired.

- IDEAL agrees to provide CLIENT with a written report upon completion of the inspection identifying the defects both observed and deemed material. Any condition requiring repair, replacement, or servicing should be evaluated by qualified professionals prior to closing. The report will provide information concerning the physical conditions observed at the time of the inspection only. It is not a general warranty or guarantee of the condition of the property or its systems or components. CLIENT understands that conditions of the systems and components inspected can change and that the inspected components may be altered after the inspection. IDEAL advises CLIENT to re-inspect the property personally just prior to purchasing it to confirm that nothing has been changed, altered, or damaged. IDEAL has the right to edit the final report if needed. CLIENT will be notified of any changes within three days of the completion of the inspection. At CLIENT'S request only, IDEAL will release additional copies of the written report to third parties. IDEAL assumes no responsibility or liability to any third parties in connection with the inspection or report. CLIENT authorizes IDEAL to release a copy of the report to:

-
- It is understood and agreed that IDEAL offers no representation, warranty or guarantee on the future life for systems, components, and items inspected. IDEAL assumes no liability for the cost of repair or replacement of reported or unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that IDEAL is not an insurer or guarantor of the inspected items and shall not be construed as insuring against any deficiencies not included in the report. CLIENT further acknowledges IDEAL's liability and the liability of its principals, agents and employees in the event of any loss, damage, error, or omission is limited to the fee paid for the inspection and report. This limitation of liability is binding upon CLIENT, its heirs, successors and assigns, and all other parties claiming by or through CLIENT.
 - CLIENT understands there is a substantial risk of injury arising out of participation in any inspection and assumes all risk of personal injury, death or property damage arising out of participation in the inspection.
 - In the event of a claim against IDEAL, CLIENT agrees to provide IDEAL 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 foregoing will release IDEAL and its employees or agents from any and all obligations. Any disputes arising under this Agreement, the inspection or report, except one for inspection fee payment, will be submitted to binding arbitration in Chicago, IL in accordance with the rules of the American Arbitration Association with an arbitrator who is familiar with the home inspection industry. CLIENT agrees that this Agreement shall be construed and enforced pursuant to the laws and decisions of the State of Illinois. In the event that CLIENT fails to prove any adverse claims against IDEAL in arbitration or in a court of law, CLIENT agrees to pay all IDEAL's legal costs, expenses and fees in defending said claims. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against IDEAL after six months from the date of the inspection.
 - Payment in full is due upon completion of the on-site inspection. CLIENT agrees to pay all legal and other expenses incurred by IDEAL in collecting payment.

THE SIGNATURES BELOW ACKNOWLEDGE THAT BOTH PARTIES HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS OF THIS AGREEMENT.

IDEAL INSPECTIONS, INC.

Kenneth F. Demski, Inspector
State of Illinois License #050.0001125
License Expires: _____

CLIENT OR REPRESENTATIVE

Date: _____