

Steve's Precision Home Inspections, LLC.

109 S. Canyon Dr.  
Bolingbrook, IL 60490  
630-863-5029

www.steveshomeinspections.com

PRE-INSPECTION AGREEMENT-PLEASE READ CAREFULLY

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

1. \_\_\_\_\_ (hereinafter "Customer") agrees to engage Steve's Precision Home Inspections, LLC., an Illinois corporation (hereinafter "Inspector"), to perform a visual inspection of the readily accessible building components at the house located at \_\_\_\_\_ (the "Property") for Customer and provide Customer a written report identifying major deficiencies that are present and observable at the time of inspection that Inspector deems important in the condition of the Property as of the inspection date. In exchange, Customer will pay INSPECTOR a fee in the amount of \_\_\_\_\_.

2. The scope of the inspection and inspection report will be limited to the following (if conditions allow and including the provisions of exclusions as indicated herein:

1. Roof, vents, flashings, trim & attic
2. Visible insulation/ventilation
3. Central heating & air conditioning systems
4. Electrical
5. General exterior/interior
6. Hot water tank & visible plumbing pipes
7. Basement and crawlspace
8. Visible framing/supports
9. Gutters and downspouts
10. Decks, stoops, porches, walkways, and railings
11. Fireplace damper door and hearth
12. Garage doors, safety sensors, and openers

3. It is understood and agreed that this inspection will be of readily, visible and accessible components on the Property and limited to visual observations of apparent conditions (not causes) existing at the time of the inspection only. It is beyond the scope of this inspection to determine causes of problems, or determine methods of repair and/or replacement. Opinions of cause and/or remedies or recommendations may or may not be made at the sole discretion of Inspector. Customer understands consultation with other professionals is necessary in order for Customer to decide the best course of action, should any be necessary. LATENT AND CONCEALED DEFECTS, CONDITIONS AND DEFICIENCIES ARE EXCLUDED FROM THIS INSPECTION. INSPECTOR shall not be required to move any personal property, debris, furniture, equipment, carpeting, flooring, tiles, suspended ceiling tiles, paneling or like materials which may impede access, limit or prevent visibility, and shall not be obligated to dismantle any of the items listed in the inspection report. INSPECTOR shall not be liable for any damages to any personal property, or to the Property itself, resulting from any defects, deficiencies or conditions in the Property that occur during the inspection. Customer understands that the inspection and inspection report are not a compliance inspection for any past or present governmental regulations, building codes or ordinances or codes of any kind.

4. The inspection and inspection report do not address and are not intended to address the possible presence of, or danger from, any potential harmful substance or environmental hazards including, but not limited to: sick building syndrome, indoor air quality issues, asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, fungi, mold, mildew or toxins of any kind; the presence or absence of, and condition of, any underground or above-ground storage tanks (such as fuel oil tanks) and/or leaking from such tanks; water, soil and/or air pollutants or any other similar or potentially harmful substance. Also excluded from the inspection and inspection report are solar energy systems, swimming pools, garage door opener transmitters, chimneys (excluding exterior portion), interior flues, wells, septic systems, catch basins, security systems, central vacuum, clothes washers and dryers, kitchen appliances, spas, steam units, and whirlpools, phone systems, cable television, television satellite dish systems, home theaters, antennas, intercom systems, Dryvitt or similar products, all EIFS systems, light posts, lightening systems, outdoor grills, gas piping and fittings that are not visible. Also excluded is an evaluation of the presence or absence of mice, rats, rodents, insects, birds, carpenter ants, termites, WDI, fungus, and other pests and insects. INSPECTOR'S visual inspection will also not include the inner workings of a furnace heat exchanger (or boiler section), cracks, holes, rust outs, corrosion, or perforations in any heat exchanger, boiler section or evaporator coil or other metal components shielded from easy access and view. INSPECTOR cannot be responsible for improper wiring splices or connections including, but not limited to, those in junction boxes, at switches and outlets, at lighting fixtures, appliances, equipment, and the like. INSPECTOR will open the fuse box/circuit breaker panel if INSPECTOR deems it safe to do so. INSPECTOR will inspect the wiring in the circuit breaker box/fuse box, but the majority of wiring is in conduits and boxes, and out of view. INSPECTOR can only see water stains from previous leakage. INSPECTOR is not able to determine if leakage, seepage, backups, flooding and/or similar events which occur in roofs, walls, ceilings, floors, attics, crawl spaces and/or basements (from weather or other conditions) will or will not occur in the future. Fences, gates, security lights, decorative lights and other similar landscapes/grounds/site work improvement are excluded from inspection. INSPECTOR reserves the right not to inspect and not to report on any non-customary improvements if INSPECTOR has not been advised by Customer in advance of the presence of such improvements.

5. Customer agrees that the inspection and inspection report are performed and prepared for the sole, confidential and exclusive use and possession of Customer, which does not carry with it the right of duplication, publication or sale, without prior written consent by INSPECTOR. Customer further agrees that Customer will indemnify, defend and hold Inspector harmless for any and all liabilities and costs for any statement contained in the inspection report which are reported to any third party.

6. THE PARTIES AGREE THAT INSPECTOR ASSUMES NO LIABILITY FOR THE COST OF REPAIRING OR REPLACING ANY REPORTED OR UNREPORTED CONDITIONS, DEFECTS, DEFICIENCIES, EITHER CURRENT OR ARISING IN THE FUTURE, OR FOR ANY PROPERTY DAMAGE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR BODILY INJURY OF ANY NATURE. THE INSPECTION AND INSPECTION REPORT ARE NOT INTENDED TO BE USED AS A GUARANTEE OR WARRANTY EXPRESSED OR IMPLIED, REGARDING THE CONDITION, ADEQUACY OR PERFORMANCE OF THE INSPECTED IMPROVEMENTS IN ITEMS LISTED IN THE INSPECTION REPORT. The inspection report is not a certification of any kind. The verbal estimates of repair/replacement and useful life of components are based on industry averages and guide lines, and are deemed reliable but not guaranteed. All liabilities and any representations in the report extend only to Customer and may not be transferred or assigned. INSPECTOR shall not be construed as insuring against any conditions, defects and/or deficiencies not contained in the inspection report and subsequently discovered by Customer.

7. Design problems and adequacy are not within the scope of this inspection and inspection report. INSPECTOR will not determine the operational capacity, quality or suitability for a particular use of items inspected. INSPECTOR will not perform any engineering, scientific or specialized technician test or evaluation. To prevent damage to HVAC units, air conditioning will not be checked when the outside temperature is below 60 degrees Fahrenheit, nor a heat pump checked when the temperature is above 60 degrees Fahrenheit. The inspection report will not include cosmetic items such as minor scratches, scrapes, dents, cracks, stains, soiled or faded surfaces on the Property or equipment, soiled, faded, torn or dirty flooring, wall or window coverings.

8. Customer understands that belongings and furniture of the current owner of the Property often prevent viewing and inspecting components and areas. Customer also understands that the purpose of the inspection is to give Customer an overall idea of the condition of the Property and some generalized information only. The inspection is not an absolute, nor does INSPECTOR imply that it will view, test or inspect every possible area or component. INSPECTOR is only in the Property for a short time, and it is impossible to view everything and impossible to predict every possible event that could go wrong in a house under normal and adverse weather conditions, or other conditions, and under normal and adverse general conditions. Customer understands that the inspection process is a random sampling of the Property to show a representation of the Property, and is subject to error and omission. Customer understands that this is a general inspection and not a technical inspection. Customer understands that the inspection is generalized and intended to provide information only, and not a technical diagnosis. Customer further understands that mechanical devices and structural components may be functional at the time of the inspection, and later malfunction. AS SUCH, INSPECTOR'S LIABILITY IS SPECIFICALLY LIMITED TO THOSE SITUATIONS WHERE IT CAN BE CONCLUSIVELY ESTABLISHED THAT THE MECHANICAL DEVICE OR STRUCTURAL COMPONENT INSPECTED WAS INOPERABLE, OR IN IMMEDIATE NEED OF REPAIR OR NOT PERFORMING THE FUNCTION FOR WHICH IT WAS INTENDED, AT THE TIME OF THE INSPECTION; AND THAT INSPECTOR WAS NEGLIGENT IN NOT SO REPORTING THIS CONDITION, THUS LEGALLY CAUSING A SPECIFIC LOSS TO CUSTOMER.

9. THE PARTIES AGREE, IN ANY EVENT, THAT THE MAXIMUM LIABILITY OF INSPECTOR IN THE EVENT INSPECTOR IS NEGLIGENT IN PERFORMANCE OF THE INSPECTION SHALL BE LIMITED TO INSPECTOR'S FEE FOR THE INSPECTION OR THE COST TO REPAIR AND/OR REPLACE, WHICHEVER IS LESS, PROVIDED INSPECTOR HAS WRITTEN NOTICE OF SUCH ALLEGED NEGLIGENCE, AND HAS HAD A REASONABLE OPPORTUNITY TO INSPECT THE PROPERTY TO EVALUATE THE PROBLEM. IN THE EVENT OF A CLAIM AGAINST THE INSPECTOR, CUSTOMER 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 from any and all obligations.

10. In the event that Customer fails to prove any adverse claims against INSPECTOR in a court of law, Customer agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

11. 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. Customer shall have no cause of action against INSPECTOR after one year from the date of the inspection.

12. Mandatory Arbitration: The parties agree to submit all causes of action/disputes/claims/complaints arising out of this agreement to binding arbitration with the American Arbitration Association. All action/disputes/claims/complaints must be filed with the American Arbitration Association within 12 months of the date of inspection or forever barred. The Customer agrees to pay all legal and time expenses incurred in arbitration matters.

13. For purposes of this Agreement, the inspection and the inspection reports, the terms "visible," "visual," "observation" or similar wording is intended to describe the procedure of visual observations based on "eyeballing" certain items, or what can be seen with the "naked eye."

14. INSPECTOR, in his sole discretion, determines what tools and/or instruments will or will not be used to perform the inspection. Tools that will NOT be used include, but are not limited to, x-ray machines, thermal graphic imaging, heat and/or moisture imaging, laser levels, transit instruments, boring scopes of any kind, chimney video cameras, or sewer video cameras of any kind for any purpose. INSPECTOR, in his sole discretion, determines what procedures or testing will be performed or not performed to accomplish the inspection.

15. No architectural and/or engineering services are being performed herein. INSPECTOR AGREES TO PERFORM THE INSPECTION IN ACCORDANCE TO THE CURRENT NACHI STANDARDS OF PRACTICE. THESE DOCUMENTS CAN BE VIEWED AND DOWNLOADED AT <http://www.nachi.org/sop.htm>.

Customer understands that the inspection will be performed in accordance to the aforementioned Standards, which contain certain limitations, exceptions, and exclusions. Specific information listing systems and components to be inspected and limitations, exceptions and exclusions can be found in the National Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. A copy of this document will be provided upon request.

16. This inspection excludes, and does not provide, information pertaining to insulation values (except where measurable through non-destructive methods), energy efficiency, building tightness or lack thereof, droughts or other similar energy efficiency/energy audit issues.

17. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof.

18. Payment of the agreed fee is due in cash or check, upon completion of inspection, unless prior arrangements have been made.

19. THE ABOVE IS UNDERSTOOD AND AGREED TO, AND CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

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FOR INSPECTOR CUSTOMER OR REPRESENTATIVE

Steven Medina

Illinois License #56672-332048369035

Steve's Precision Home Inspections, LLC