

Speaker of the House Inspection Services P.O. Box 9194 Naperville, IL 60567
State of Illinois entity # 451.0000220 630-355-4007

CLIENT(S) _____
ADDRESS _____
CITY _____ ST _____ ZIP _____

INSPECTION LOCATION
ADDRESS _____
CITY _____ ZIP _____

INSPECTION AGREEMENT (Please Read Carefully)

INSPECTION DATE ____/____/____ TIME ____ WEATHER fair prtly cldy rain snow TEMP ____ GROUND dry damp wet frozen snow cover

THIS AGREEMENT is made and entered into by and between *Speaker of the House Inspection Services*, referred to as “Inspector”, and _____ referred to as “Client”.

The Inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection.

In consideration of the promise and terms of this Agreement, the parties agree as follows: The client will pay for the inspection of the above listed “Property”, being the residence and garage or carport, if applicable. (The quoted price was determined by a description of the property given to our office)

What the inspection covers: Central heating and cooling: condition, operation and distribution. Electrical system: service, overcurrent protection and grounding. Plumbing system: supply, flow and drainage, accessible gas piping, connectors, valves, etc that serve major appliances. Water penetration: all accessible sources. Interior: walls, floors, ceiling, attic and basement. Structural system; foundation and building support system. Exterior: roofs, chimneys, flashing, siding, garage and grading. (*Where not covered by a homeowners association.*)

Latent and concealed defects and deficiencies are excluded from the inspection.

The parties agree that the “Standards of Practice” (the “Standards”) shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. “*The “Standards” are as defined by the State of Illinois.*” A copy of the Standards is included with this agreement.

The parties understand and agree that the Inspector and its employees and agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If a repair or replacement is done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The client further agrees that the Inspector is liable only up to the cost of the inspection.

The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. *Inspector makes no warranty, express or implied, as to the fitness for use, condition, performance or adequacy of any inspected structure item, component or system.*

INSPECTION FEE \$ _____ Radon Fee \$ _____ Other Fee _____ TOTAL FEE \$ _____

Signature: _____ Date: ____/____/____ Buyer Present: Yes ____ No ____
(Client or Client’s Authorized Agent)

PAID: CASH or CHECK # _____ Inspector signature: _____

INSPECTOR Ken Jacobson Lic # 450.0000118 INSPECTOR Ed Massart Lic # 450.0000140
(All Licenses Expire 11/30/2008)

SEE REVERSE FOR ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS

Please initial this side after reading
ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS

This Agreement, including terms and conditions on reverse side, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. Illinois Law shall govern this agreement. If any term or condition of this agreement is held to be invalid or unenforceable, the remainder of the terms and conditions herein shall not be affected thereby and shall remain valid and enforceable.

** Utilities and mechanical equipment must be on at time of inspection or some items will not be inspected**

Systems, items and conditions which are not within the scope of the building inspection include, but are not limited to: lead paint, asbestos, toxic materials, fungi, or other environmental and air quality hazards; pest infestation; security and fire protection systems; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational equipment; underground storage tanks, energy efficiency measurements; concealed or secured systems; water wells; heating system accessories; solar heating systems; sprinkling systems; water softener; central vacuum systems, telephone, intercom or cable TV systems; antennae, lightning arrestors, trees or plants; EIFS (“Dryvit” type synthetic stucco wall claddings); governing codes, ordinances, statutes and covenants and manufacturer specifications. Client understands that these systems, items and conditions are excepted from this inspection. Any general comments about these systems, items and conditions of the written report are informal only and DO NOT represent an inspection. *Note: Radon, mold, pest, wood destroying insect and other specialty testing is available at additional cost and with an additional agreement.*

The Inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney fees arising from such a claim.

The Inspection will not include an appraisal of the value or a land survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

Any controversy 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 report shall be submitted to final and binding arbitration in Chicago, Illinois under the Rules of the American Arbitration Association in effect when the request for arbitration is made. 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.

In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards included in the report or State law. Furthermore, any legal action must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred.

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. If Client is married, Client represents this obligation as a family obligation incurred in the interest of the family. Client acknowledges receipt of the “State of Illinois Standards of Practice”, which applies.

INITIALS _____ Permission to send report to Client’s Realtor and/or attorney, **INITIALS** _____
and to notify owner or occupant of safety concerns/defects such as gas leaks.