

# INSPECTION AGREEMENT

Building Inspectors Consortium Inc.  
1510 Old Deerfield Road, Suite 232  
Highland Park, IL 60035

***This Agreement Limits Our Liability. Please Read it Carefully.***

**Building Inspectors Consortium Inc.** will conduct a visual inspection of the property you plan to acquire or sell (identified below) in a manner consistent with the American Society of Home Inspectors (ASHI©) Standards of Practice (copy is provided with the report) and in accordance with all provisions of the Illinois Home Inspector Licensing Law and will provide you with a written report of the inspectors observations. The building inspection, **subject to the following terms and conditions**, includes inspection of various internal and external components of the home.  
***This inspection does not constitute a warranty, guarantee or insurance policy of any kind.***

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

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

Accept:	Fee:
_____ General Home Inspection (Limited Liability)	\$ _____
_____ Non Limited Liability Inspection*	\$2,500.00
_____ Carbon Monoxide Testing	\$ Included
_____ Radon Gas Testing	\$250.00
_____ Wood Destroying Pests	\$125.00
_____ Final Walk Through	\$150.00 +
_____ Other	\$ _____
<b>Total Fee:</b>	<b>\$ _____</b>

**\* By initialing here, client understands that client will be paying an additional \$2500 plus the cost of inspection and will receive an inspection and the report without the limit of liability. Client also understands that if client wishes an inspection and report without the limit of liability that the inspection and report will be delayed at least five business days. Client further understands that the only clause altered by this non limit of liability is the LIMIT OF LIABILITY clause directly following. All other terms and conditions of this contract remain the same.**

**\_\_\_\_\_ LIMIT OF LIABILITY-If we, our employees and/or inspectors are careless or negligent in making the inspection and/or preparing the report our liability to you is limited to the fee paid for the inspection services and you agree to release us from any additional liability. There will be no recovery for secondary or consequential damages by any person. BY SIGNING THIS AGREEMENT, YOU AGREE TO THIS LIMITATION ON OUR LIABILITY.**

**\_\_\_\_\_ NOTICE TO Building Inspectors Consortium, Inc.-**In the event you have any complaint about our services or the Inspection Report or you feel there was an error or omission in the performance of those services, you agree to promptly notify **Building Inspectors Consortium, Inc.**, in writing, (certified mail to Jeff Nathan, President, at the above address) of your complaint so as to provide **Building Inspectors Consortium, Inc.** a reasonable opportunity to review the issue if we feel you have a legitimate complaint. ***Altering or repairing any item without giving us notice and a reasonable opportunity to investigate your claim (except for an emergency) will waive any claim you may have against us.***

**\_\_\_\_\_ Time Limitation** -If you fail to file a complaint with the American Arbitration Association (as set forth in the next section) **within one year of the date of the inspection report** it shall be considered conclusive evidence that you are satisfied that we have performed our obligations under this agreement and you agree to release us from any and all liability including the inspection fee.

**\_\_\_\_\_ Binding Arbitration** - Each of us agrees that any dispute between us, except those for non-payment of fees, that in any way, directly or indirectly, arise out of or relate to this Agreement or to the interpretation of this agreement, the scope of services provided to you, the Report or any other matter involving the services we perform, shall be submitted to binding arbitration under the construction industry rules of the American Arbitration Association, except for the procedure of selecting the arbitrator. The parties shall mutually appoint an arbitrator familiar with both the professional home inspection industry and the State of Illinois licensing provisions for home inspectors. The arbitration decision shall be binding on all parties, and judgment upon the award of the arbitrator may be entered in any court having jurisdiction.

**\_\_\_\_\_ Attorney's Fees:** The "prevailing party" in any dispute arising out of or relating to this Agreement or a breach thereof, the inspection, or the Report that is resolved by arbitration or litigation shall be entitled to recover from the other party reasonable costs and expenses including, without limitation, reasonable attorneys' fees and costs. The prevailing party shall mean that party whose position is substantially upheld in the arbitration or litigation.

**\_\_\_\_\_ Severability** – The partial or complete invalidity of any provision of this Agreement shall not affect the validity or continuing force and effect of any other provision.

**\_\_\_\_\_ Amendments** – No amendment or alteration of this Agreement shall be valid unless in writing and signed by the parties.

**\_\_\_\_\_ Entire Agreement** – This agreement-**BOTH FRONT AND BACK** contains the entire agreement between the parties hereto, and there are no other representations, warranties or commitments, except as are specifically set forth in the document. This document supersedes any and all representations or discussions whether oral or written, if any, among the parties relating to the subject matter of this Agreement. This agreement may be modified, altered or amended only in writing and signed by all the parties hereto.

Date of Inspection: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time of Inspection: \_\_\_\_\_ Inspection Number: \_\_\_\_\_

Clients Signature: \_\_\_\_\_ Building Inspectors Consortium Inc.: \_\_\_\_\_

√ \_\_\_\_\_ **We have read and agree to the exclusions and limitations set forth on the reverse side of this document**

## GENERAL EXCLUSIONS

Visual Only – *The inspector cannot examine what cannot be seen.* We do not remove floor, wall or ceiling coverings or move furniture, open walls or perform any type of destructive testing of systems or exposed surfaces nor do we dismantle equipment. We do not inspect, comment on and/or test underground or concealed pipes or underground or concealed electrical lines or circuits or underground storage tanks.

**Because this is a visual inspection of accessible areas only, any area not readily accessible or visible because of, but not limited to, soil or vegetation, walls, floors, carpets, ceilings, furnishings or personal belongings, water, ice or snow or any conditions that would endanger the inspector ARE NOT INCLUDED IN THIS INSPECTION.**

**NOTE:** We will be happy to return and inspect any area made visible by the client or homeowner or changing weather conditions. This will involve and additional fee.

Outside Scope of Inspection: Sewer lines and/or on site waste disposal systems; water softeners; intercom systems; security systems; telephone and cable TV cables; low voltage lighting systems; any timing systems; water purification systems; well systems (other than above ground components); solar heating or cooling systems; swimming pools; spas; underground sprinkler systems: back flushing equipment; instant water heating devices; pressure tests on central air systems; furnace heat exchangers; radiant heating systems; appliances and any other personal property and the other items listed as Specific Exclusions in the Agreement. We do not address conditions relating to animals, pests or rodents. Cosmetic features are excluded, including, without limitation, paint, wall coverings, carpeting, flooring, paneling lawn and landscaping. **We do not light pilot lights or activate any major system that is shut down during the inspection.**

Mold Testing and/or Analysis is Specifically Excluded from this report. WE URGE YOU TO GET A SEPARATE MOLD INSPECTION BY A QUALIFIED MICROBIOLOGIST IF YOU HAVE ANY CONCERNS.

Code Compliance, Manufacturer's Specifications, Valuation, Regulations: We will not investigate nor give any opinion concerning easements, conditions of title, zoning matters or building or property measurements and value appraisals. There are thousands of building codes and manufacturer's specifications and they change frequently and are frequently subject to individual interpretation. Because of this we do not give any opinion concerning the compliance of the Property's improvements with any governmental building code requirements. You should contact the appropriate agencies should you wish such information.

Product defects and Environmental Hazards: Our Inspection is neither a chemical analysis nor a search for defective products or environmental hazards. Materials regularly used in residential construction may contain potentially hazardous substances such as asbestos, lead and formaldehyde.

## SPECIFIC EXCLUSIONS

**THE FOLLOWING ARE SPECIFICALLY EXCLUDED FROM THE "GENERAL INSPECTION". IF YOU WISH US TO PERFORM ANY OF THESE SERVICES YOU MUST SPECIFICALLY REQUEST THEM IN WRITING.**

1. Radon Gas Testing
2. Mold Inspections
3. Mold Testing
4. Wood Destroying Insect Inspections
5. Water Analysis
6. Lead Based Paint Screening

**NOTE: Unless otherwise contracted for, the inspection of Condominiums and Town Homes are for the interior of the units only. Common elements, exterior walls, roofs etc. are not inspected or commented upon.**

**This inspection does not constitute a warranty, an insurance policy or a guarantee of any kind. The inspection report reflects an observation of certain listed components of the property AS OF THE DATE AND TIME OF THE INSPECTION and is not a listing of repairs to be made.**

I have read and understand the general and specific exclusions listed above.

Clients Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_