

ProSource Professional Inspection Systems

226 MapleSt. Hinckley, IL. 60520-9387

815-286-3983

PRE-INSPECTION AGREEMENT

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. PLEASE READ IT CAREFULLY

CLIENT NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

BEST CONTACT PHONE # _____

EMAIL _____

DATE OF INSPECTION _____ **INSPECTION TIME** _____ **CLIENT PRESENT:** ___ Yes ___ No

INSPECTED PROPERTY ADDRESS _____ **AGENT PRESENT:** ___ Yes ___ No

CITY/ STATE _____ **ZIP** _____

Charles Riforgiate (hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT") understand and agree as follows:

I (Client) hereby request a generalist's visual inspection and a computer generated or written inspection report of the primary building(s), identifying the defects that the INSPECTOR both observed and deemed material, at the property address shown on this agreement, to be conducted by the above inspection company, for the CLIENT'S sole use and benefit. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. CLIENT warrants that they will carefully read the entire inspection report when they receive it and will promptly call the INSPECTOR with any questions they may have. CLIENT warrants that all approvals necessary have been secured for INSPECTOR'S entrance onto property. CLIENT and INSPECTOR understand that they are bound by all terms of this agreement. The inspection report is only supplementary to the seller's disclosure and is in no way a written warranty or guarantee of the condition of the primary building(s) and property. The inspection report and the CLIENT's use of the same shall expire at the earlier of the closing or the expiration of the real estate purchase contract between the CLIENT and the Property owner. The INSPECTOR's obligations under this Agreement shall expire upon the issuance of the inspection report; any additional work requested by the CLIENT to the INSPECTOR shall be subject to further negotiation at the INSPECTOR's hourly rate.

SCOPE OF INSPECTION

The parties to this contract agree that the Illinois Standards of Practice, 68 Ill.Admin Code 1410, Sec. 1410.200 as amended, as well as the International Association of Certified Home Inspectors (InterNACHI) Standards of Practice, most current revision, shall define the standard of duty and conditions, limitations and exclusions of the inspection and are incorporated by reference herein. Where the State of Illinois Standards and the InterNACHI Standards are found to be in conflict, the State of Illinois Standards shall govern. All items indicated as being excluded in the InterNACHI Standards of Practice, most current revision, are also excluded herein. The readily accessible areas of the following systems and components will be inspected: **Structural** – foundation, support beams, posts; floor, roof, ceiling and wall structures. **Exterior Components** – siding, trim, eaves, fascia, flashing, doors, stoops; steps; porches and their associated railings, walkways; driveways; patios leading to dwelling entrance, retaining walls, window wells and lot drainage. **Roofing Components** – roof surface materials, flashings, chimneys, skylights, roof penetrations, gutters and downspouts. **Plumbing System** - water supply and distribution, fixtures, faucets, drain, waste and vent system, water heating equipment, venting systems, fuel distribution, and sump pumps. **Electrical System** – service drop, service entrance conductors, grounding, main disconnects, interior components of service panels, conductors, over current protection devices, GFCI's and a representative number of accessible outlets, switches and fixtures. **HVAC Systems** – permanently installed heating and cooling equipment (weather permitting), through wall air conditioners, distribution systems, and venting systems. **Interior Components** – walls, ceilings, floors, stairs, railings, garage doors and garage door operators, fireplaces, solid fuel burning appliances, permanently installed kitchen cooking appliances, installed dishwasher, and sink mounted food waste disposal, representative number of doors and windows, and installed cabinets and countertops. **Insulation and Ventilation** – insulation and vapor retarders in unfinished spaces, ventilation systems and components. Maintenance conditions may be discussed, but are not part of this inspection.

CONFIDENTIAL REPORT

The written inspection report is confidential and is for the exclusive private use of the CLIENT, subject only to the limitations set forth herein. It is not to be copied or disseminated to any other party without the express written consent of the INSPECTOR. Use of all disclosures contained in the report is specifically restricted to the transaction for which the inspection was performed. Use of or reliance upon the report: by other parties; for other transactions; divorce or civil settlements, is strictly prohibited. CLIENT agrees to indemnify, defend, and hold INSPECTOR harmless from any third party claims arising out of CLIENT'S unauthorized distribution of the inspection report.

SEVERABILITY

CLIENT and INSPECTOR agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

DISPUTE RESOLUTION

CLIENT understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the INSPECTOR within five (5) business days of discovery. All claims must be presented within one (1) year from the date of inspection or be forever time barred. INSPECTOR is not liable for any claim presented more than one year after date of inspection. CLIENT further agrees that, with the exception of emergency conditions, CLIENT or CLIENT'S agents, employees or independent contractors will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the INSPECTOR. CLIENT understands and agrees that any failure to notify the INSPECTOR as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question. The INSPECTOR shall not be liable for consequential or other damages based upon the inspection of the property or for any statements set forth on the inspection report. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

ARBITRATION

Any dispute, controversy, interpretation or claim including claims for, but not limited to, this contract or arising out of, from or related to the inspection or inspection 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 that arbitration is commenced, CLIENT agrees to pay all of the INSPECTOR'S' reasonable attorney's fees and costs, including but not limited to arbitration or court proceedings.

THIS AGREEMENT DOES NOT INCLUDE, and the client should NOT rely upon:

- *Mold Testing, Radon Testing, Asbestos Testing, Lead-Level Screening* or the existence of above or below ground oil storage tanks or any kind of environmental testing is not part of this inspection. Should the CLIENT require *Radon Testing* it will be indicated on this agreement.
- Opinions regarding compliance with building, zoning, or occupancy codes, standards, or rules.
- Opinions regarding geological, water, soil, air, health, environmental or architectural factors.
- Engineering analysis of materials or methods of construction.
- Opinions or analysis regarding the presence or absence of rodent or insect infestation.
- Inspection of any shed, outbuilding, or other structures that may or may not be attached to the building proper for support, decoration, or otherwise unless agreed to at the time of the inspection.
- Opinions or estimates of the methods or costs to correct or replace any inspected item.
- Opinions regarding any inoperative or non-functioning item or system.
- Any opinion regarding any item, area, or system obstructed from view, difficult to access, or which would require the INSPECTOR to place himself or the CLIENT in danger or cause damage to the building.

The purpose of this generalist visual inspection is that the INSPECTOR agrees to perform a generalist visual inspection of readily accessible areas and prepare a computer generated (or written) report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection. CLIENT understands and accepts that the inspection report is not a substitute for a pre-settlement inspection (for which I am responsible for) that I have been advised to conduct prior to the close of escrow. The INSPECTOR has the right to cancel/void inspection and/or report within five (5) business days from date of original inspection and issue a full refund in the amount of the original inspection fee.

DEFINITION OF RECOMMENDED REPAIRS OR FURTHER EVALUATIONS

The Inspection Report may instruct the CLIENT to have further evaluation/proper repairs/estimates performed by an appropriate specialist/contractor(s) related to specific components and/or systems of the property/residence. Failure to comply with those conditions/recommendations prior to closing on the property/residence will release the INSPECTOR from any and all obligations/liabilities.

LIMITATION OF LIABILITY

CLIENT and INSPECTOR understand and agree that the INSPECTOR'S principals, agents, and employees 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 any 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 and understands that the maximum liability incurred by the INSPECTOR for errors and omissions in the generalists visual inspection shall be limited to the fee paid for the inspection. HOLD HARMLESS AGREEMENT; CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the INSPECTOR or his employees, visitors and independent contractors engaged or paid by INSPECTOR for the purpose of inspecting property.

PAYMENT

Payment is due upon completion of the on-site inspection. As consideration of the services provided in this Agreement, CLIENT agrees to pay the INSPECTOR the following fee(s) for services rendered:

Inspection Fee \$ _____ (Other Fee) _____ \$ **TOTAL FEE \$** _____

For all other services requested to be performed shall be at the INSPECTOR's regular hourly fee of \$80.00 per hour.

ACCEPTANCE

This Agreement represents the entire Agreement between INSPECTOR and CLIENT and there are no other Agreements either written or oral between them. No oral agreements, understandings, or representations shall change, modify or amend any part of this Agreement. The above is understood and agreed to, and CLIENT acknowledges receipt of a copy of this Agreement.

Date

INSPECTOR-Charles Riforgiate
License #450.000433 (Expires 11/30/16)

Date

CLIENT SIGNATURE

Client agrees to have the INSPECTOR release report(s) to their Realtor/Attorney: Yes _____ No _____ (Please Initial)

_____ My Real Estate Agent	_____	_____
	(name)	(email)
_____ My Attorney	_____	_____
	(name)	(email)