



Focal Point Home Inspection, Ltd.

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HOME INSPECTION AGREEMENT

This Home Inspection Agreement (hereinafter referred to as "Agreement") is made this ____ day of _____, 20____ by and between _____, (hereinafter referred to as "Client") and FOCAL POINT HOME INSPECTION, Ltd. (hereinafter referred to as "Inspector").

1. Property, Payment and Report. At the time of and prior to the commencement of the inspection Client will pay Inspector the sum of \$ _____ for Inspector to conduct a visual inspection of the following described property:

Address: _____ Type: SFH CONDO/TWHM

Approx Total Sq. Ft.: _____ No. of bathrooms: _____ No. of Units _____ MULTI COMM
(hereinafter referred to as the "Property"). Inspector will provide Client with a written report within 24 hours of completion of the on-site portion of the inspection.

2. Purpose. Inspector will perform a visual inspection of the Property and prepare a written report of the apparent condition of the accessible installed systems and components existing at the time of the inspection. In addition to those exclusions specified in paragraphs five of this Agreement, latent and concealed defects and deficiencies as set forth in paragraph six of this Agreement are excluded from the scope of the inspection of the Property. The inspection of the Property also includes no destructive testing or dismantling.

3. Standards. The parties hereto agree that the current Standards of Practice of the Illinois Office of Banks and Real Estate (hereinafter referred to as "Standards") which implement the Home Inspector License Act (225 ILCS §§ 441 et seq.), are incorporated herein by reference. A copy of the Standards can be obtained from the inspector at any time or obtained online at <http://www.ilga.gov/commission/jcar/admincode/068/068014100C02000R.html>.

4. Systems To Be Inspected. The parties agree that the systems to be inspected include the following systems and their related components as set forth in the State of Illinois Notice of Adopted Amendments, Section 1410.200, pertaining to the Home Inspector License Act [225 ILCS §§ 441 et. seq.]: the exterior, the roof system, the structural system/foundation, the plumbing system, the electrical system, the heating system, cooling system, the Interior, the insulation and ventilation, fireplaces and solid fuel burning appliances and the chimneys. Limitations and exclusions of these systems and/or components from this report are listed in paragraphs two and five. When only units within a building (condos) or only sections of a building (such as town homes) are inspected, only those visible and readily accessible systems and components will be included in the inspection.

5. Exclusions. The following are excluded from this inspection and report: fuel storage equipment, lawn sprinkler systems, fire sprinkler systems, attached exterior barbecue equipment and fuel lines, fountains, ponds, exterior fire pits and fireplaces, exterior lights on photo or movement sensors, low voltage systems, low voltage interior and/or exterior lighting, door bells, exterior insulated finishing systems (EIFS), mold and mold sampling, air quality testing, radon, the presence of lead, asbestos, toxic or flammable materials, other environmental hazards; electro-magnetic fields, pest or vermin infestation; underground utilities, personal property; fencing and playground equipment; detached buildings; alarm systems, security and fire protection systems; household appliances, kitchen and laundry appliances (if listed in the report, then tested for proper functioning only), any decorative items including, paint, wallpaper, window treatments, floor coverings, wall coverings, interior doors and hardware; recreational equipment or facilities; above or below grade pools, elevators and dumb waiters, underground storage tanks, energy efficiency measurements; concealed or private secured systems; water wells; septic systems and associated equipment, radiant heating systems, heating systems accessories; solar heating, cooling and energy collection systems; air ventilation systems (HRV's, ERV's, HERV's); sprinkler systems; water softener; central vacuum systems, telephone, intercom or cable TV systems; antennae, satellite dishes, lightning arrestors, and trees or plants. Product recall information is also excluded from the report but may be available at the Consumer Product Safety Commission website. Inspector will not operate heating or cooling systems in temperatures that may cause damage to the unit. Air conditioning systems will not be operated in outside temperatures of 65 degrees or less. Inspector will not inspect heat exchangers, gas packs, boilers, etc. for cracks. Utilities, plumbing, gas, and electrical must be turned "on" for the inspection of these areas. Furnaces must be "on" or capable of being turned on by using normal operating controls. Pilot lights must be "lit" in order to inspect these components or systems. Inspector is not

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responsible for discovering or reporting on the presence or absence of mold or mildew, or for any damages that arise from or are related to mold or mildew, even if the mold or mildew is a direct consequence of a condition upon which Inspector is required to report as set forth in this Agreement. The inspection of areas/properties that in the sole discretion of the Inspector may endanger the Inspector's safety or well being will be aborted with no recourse.

6. Concealed Items or Components. Because the inspection is visual, concealed or inaccessible items or components may remain undetected during the inspection. Client agrees to assume the risk for system or component conditions that are: concealed from view, inaccessible to Inspector at the time of the inspection, unsafe, and/or substantially deficient at the time of the inspection. Areas that are concealed or inaccessible are not part of this inspection and include systems, structures and components that are concealed or inaccessible because of, but not limited to, walls, carpets and rugs, soil, vegetation, water, ice, snow, components of construction; furnishing and personal effects. Latent and concealed defects and deficiencies are excluded from the inspection.

7. Photos. Photos that may be appearing in the report are intended to assist the Client in locating and understanding a particular condition of defect the Inspector has noted in the narrative report. Photos are not meant to be exhaustive or to disclose all defects or conditions noted by the Inspector.

8. Limits of Liability and Warranty. Due to the nature of the Services Inspector is providing, it is difficult to foresee or determine (at the time this Agreement is formed) potential damages in the event of negligence or breach of this Agreement by Inspector. Thus, **if Inspector fails to perform the Services as provided herein or negligent in the performance of the Services and/or preparing the Report, Inspector's liability for any and all claims related thereto is limited to the fee paid for the Service and you release Inspector from any and all additional liability. There will be no recovery for consequential damages.** You understand that the performance of the Services without this limitation of liability would be more technically exhaustive, likely require specialist(s) and would cost substantially more than the fee paid for this **Limited visual inspection.** The parties hereto further agree 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, LIFE EXPECTANCY OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT OR SYSTEM.**

Client Initials _____

9. Governing Law and Venue. The terms and provisions of this Inspection Agreement shall be governed by the laws of the State of Illinois. The parties agree that any litigation arising out of this Agreement shall be filed only in a Court having jurisdiction in the County in which the Inspector has its principal place of business. Disputes settled or awards entered in favor of Inspector shall include payment of any re-inspection fees, legal expenses and costs incurred by Inspector in defense of the claim, including reasonable attorney fees. Such liability limitation is binding on Client and Client's spouses, heirs, principals, assigns and anyone else who may claim through Client. Any legal action against Inspector must be brought within eighteen months from the date of the inspection or be forever barred.

10. Entire Agreement. This Agreement constitutes the complete and exclusive statement of agreement between the parties with respect to the subject matter herein and shall replace and supercede all prior written and oral agreements or statements. This Agreement may only be modified by a writing signed by the parties.

12. Report Correction. Inspector is authorized, but not required, to correct inadvertent clerical errors and omissions in the report within 48 hours of submission to Client.

13. Terms of Payment. Payment of the fee to Inspector is due in full upon completion of the on-site inspection. Client agrees to pay all legal and time expenses incurred in collecting due payments, including reasonable attorney's fees, if any. If Client is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

FOCAL POINT HOME INSPECTION, Ltd.

CLIENT OR REPRESENTATIVE

Illinois License No. 450.010220 Exp. 11/30/2014

Client authorizes Inspector to send a copy of the report to Client's Realtor and Attorney. _____ (Initial).