



NACHI Home Inspection Agreement



Mark Sylvester
P.I. Home Inspection Services
Lic# 0500001766

PMB 101 1921 W. Wilson St.
Ste. A.
Batavia, IL. 60510

The address of the property is: _____.

Fee for the home inspection is \$ _____. INSPECTOR acknowledges receiving a deposit of \$ _____ from CLIENT.

THIS AGREEMENT made this _____ day of _____, 200__, by and between

_____ (Hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

1. INSPECTOR **agrees** to perform a visual inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.

2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions.

3. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.

4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing or noted here:

_____.

6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 5 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

7. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. 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.

8. 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. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. 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. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

9. Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the



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person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

10. Outside The Scope of The Inspection: Latent and concealed defects and deficiencies are excluded from the inspection. Any area which is not exposed to view, is concealed, or is inaccessible because of soil,walls,floors,carpets,ceilings,furnishings, or any other thing that is not included in this inspection.

The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection.

The client understands that the following systems and components, whether or not they are latent or concealed, and information about them are specifically excluded from and outside the scope of this inspection:

Building code or zoning ordinance violations.

Geological stability or soils condition.

Structural stability or engineering analysis.

Termites, pests, or other wood destroying organisms.

Asbestos, radon, formaldehyde, lead, water, or air quality, electromagnetic radiation or any environmental hazards.

Building value appraisal or cost estimates.

Condition of detached buildings.

Pools or spas bodies and underground piping. Saunas, steam baths, or fixtures and equipment.

Private water or private sewage systems.

Water softener / purifier systems or solar heating systems.

Furnace heat exchangers, freestanding appliances, security alarms or personal property.

Adequacy or efficiency of any system or component.

Prediction of life expectancy of any item.

Attain all owners' manuals prior to the closing of Escrow.

We recommend having all deficiencies further evaluated for cost estimates by licensed and insured contractors. Prior to the close of Escrow.

It is a recommendation by this Inspection company, that if the property has use of an Oil or Natural Gas equipped Furnace or Boiler, that the unit be further evaluated for Heat Exchanger deficiencies by a licensed and insured HVAC Contractor prior to closing of Escrow. The Heat Exchanger is not included in this inspection. The Heat Exchanger is concealed from view and could have un- seen deficiencies.

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

FOR INSPECTOR

CLIENT OR REPRESENTATIVE