

# QUALITY ASSURANCE HOME INSPECTIONS, INC. PRE-INSPECTION AGREEMENT

**PLEASE READ BOTH SIDES OF CONTRACT CAREFULLY.**

THIS AGREEMENT is made and entered into by and between **Quality Assurance Home Inspections, Inc.**, referred to as "Company", and \_\_\_\_\_, referred to as "Client".

**Note: Company encourages Client to attend the entire inspection process for Client's benefit.**

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The client will pay the sum of \_\_\_\_\_ for the inspection of the "Property", being the residence/building, and garage or carport, if applicable, located at \_\_\_\_\_.
2. The purpose of this inspection is that the Company agrees to perform **a limited visual inspection of readily accessible areas** and prepare a computer generated (or written) inspection report ("the 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 that the condition of systems and components of the property may change and/or fail from the time of the inspection to the time that the Client takes ownership of the property.** *Company encourages client to re-inspect issues/conditions/systems/components of the property at time of final walk through prior to closing and taking ownership of the property.*
3. 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. A copy of the NAHI Standards is included in Client's original report. If the state where the inspection is performed imposes more stringent standards or administrative rule, then those standards shall define the standard of duty and the conditions, limitations and exclusions of the inspection. **Client understands that this inspection process is not a technically exhaustive inspection per the "Standards."**
4. The parties understand and agree that the Company and its employees and its 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. In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Company was not in the condition reported by the Company at the time of the inspection, the Client agrees to notify the Company in writing within five (5) business days of discovery. Client further agrees to allow the Company to re-inspect the claimed discrepancy. Client understands and agrees that any failure to notify Company as stated above shall constitute a waiver of any and all claims Client may have against Company. The Client further agrees that the Company is liable only up to the cost of the inspection.
5. Client understands this inspection cannot accurately and completely assess risk, detect flaws, predict all occurrences, or make assurances in areas that are not accessible or visible. Client accepts this will not eliminate their risk and Client will not burden the Company with such risk. Client agrees and understands the Company is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. Client understands the COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM. **This is not a home warranty, guarantee, or insurance policy.**
6. This Agreement, including the terms and conditions on the 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. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, and if the State of Illinois' laws or regulations are more stringent than the forms of the agreement, the state law or rule shall govern.
7. Client has read, understands, and agrees to be bound by the terms of this double sided contract. Client is aware that this is a limitation of liability and a contract between Client and the Company. Client signs of their own free will. In the event of a refund of the inspection fee, such a refund shall be accepted by the undersigned as full and final settlement of claims and causes of action, and the Company as agreed herein. Acceptance of this report constitutes acceptance of all contractual terms herein. Client agrees to pay the inspection fee(s) specified above. **Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged.** Client agrees that they will carefully read the entire inspection report that the Company issues pursuant to this Agreement. Client acknowledges receipt of the NAHI Standards of Practice which applies.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ Day: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_ Start Time: \_\_\_\_\_

**Current Address:** \_\_\_\_\_ **email:** \_\_\_\_\_

**Home #:** \_\_\_\_\_ **Work or Cell #:** \_\_\_\_\_ **Approximate Closing Date:** \_\_\_\_\_

Agent's Name: \_\_\_\_\_ Agent Present: Yes \_\_\_ No \_\_\_ Buyer Present: Yes \_\_\_ No \_\_\_

Inspector's Signature: \_\_\_\_\_ /David C. Ward Date: \_\_\_\_\_ Time Completed: \_\_\_\_\_

Illinois Home Inspector License #450.000581 Expiration Date: 11/30/2010

**Client agrees to have the Company release reports to their Attorney/Realtor: Yes \_\_\_ No \_\_\_ (Please Initial)**

**\*\*\*A \$25.00 Service Fee Will Be Charged On All Returned Checks\*\*\***

**SEE REVERSE SIDE FOR ADDITIONAL TERMS, CONDITIONS AND LIMITATIONS**

## **ADDITIONAL TERMS, CONDITIONS, AND LIMITATIONS**

8. **Systems, items and conditions which are NOT within the scope of the home or building inspection include, but are not limited to:** asbestos, mold/mildew/fungi, dry rot, lead-based paint, formaldehyde, toxic or flammable materials, other environmental hazards; termites, or other wood destroying insects, rodents, pest infestations; security and fire protection systems; sheds, pole-barns; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational equipment or facilities; swimming pools, hot tubs, playgrounds, swing-sets, trampolines; underground storage tanks, septic/sewage systems, energy efficient measurements; concealed or private secured systems; water wells; heating systems accessories; heat exchangers, wood burning stoves, solar heating systems; sprinkler systems; water softener; central vacuum systems, telephone, intercom, computer, or cable TV systems; antennae, lightning arrestors, trees or plants; common areas (condominium/townhome associations), governing codes, ordinances, statutes, covenants and manufacturer specifications; Ages of equipment and installations are estimated, installations are not checked against the manufacturer's recommendations. Any general comment about these systems, items and conditions of the report are informal only and DOES NOT represent the inspection. **Client understands that Client can obtain further evaluations and/or testing for any/all items listed above by other outside service companies for this real estate transaction.**
- Client understands that these above systems, items and conditions are excluded from this home inspection process. \_\_\_\_\_ Please Initial.**
9. **The Company will not be able to:** Check electrical and plumbing components within unexposed locations; assess mechanical system performance during extreme weather conditions; detect intermittent occurrences; check the inner workings of mechanical devices (such as heat exchangers, flues, compressors, etc.); check underground or hidden piping, etc.; assess accuracy of thermostats or timers on or across a range; detect chimney flue liner cracks/breaks; check leakage, (i.e. anything that penetrates a roof covering can and will leak without warning), seepage, drainage back-ups occurring intermittently or under unusual weather conditions; check secured, drained, tagged equipment/faucets, etc.; note the presence of pests/chemicals.
10. 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 the Company, its employees or agents, arising out of the services performed by the Company under this Agreement, the Client agrees to indemnify, defend and hold harmless the Company from any and all damages, expenses, costs and attorney fees arising from such a claim made by others.
11. The report to be prepared by Company shall be considered the final and exclusive findings of Company of the structure. Client understands and agrees to the following: Client will not rely on any oral statements made by the inspector prior to the assurance of the report. Company reserves the right to modify the report for a period of time that shall not exceed forty eight (48) hours after the report has first been delivered to Client.
12. The inspection will not include an appraisal of the value of the survey. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind. The Inspector participates in a marketing company within the utility industry and will provide information regarding this company and its residential energy savings plans to the client.
13. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family. Client represents and warrants that they have the authority to enter into this Agreement on behalf of others owning any interest in the Property and are authorized to act on behalf of all other such owners in all matters relating to the Agreement. Any agreements that are not signed by all parties executing the agreement and home inspection report, said home inspection report is considered null and void by the company.
14. The inspection report may instruct the Client to have additional evaluations/inspections/analysis/repairs performed by an appropriate specialists/contractor(s) related to specific components and/or systems related to the property/residence. Failure to comply with those conditions/recommendations prior to closing on the property/residence will release the "Company", the Inspector and its Agent(s) from any and all obligations/liabilities.
15. **Statute of Limitations:** The parties agree that no action may be brought to recover damages against the inspector, or the "Company" or its officers, agents or employees more than one year after the date of the subject inspection. Disputes between the Client and Company regarding this Agreement, the Inspection, the Report, or the Property will be submitted to BINDING ARBITRATION administrated by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The results of the Arbitration will be binding for both parties. The Arbitration will apply the law of the State in which the Property is located. **Attorney Fees:** The prevailing party in any dispute arising out of this agreement, the inspection or report shall be awarded all attorney fees, arbitrators and other cost.

### **DEFINITIONS**

**Apparent Condition:** Systems and components are rated as follows: **SATISFACTORY** – Indicates the component is functionally consistent with its original purpose but may show signs of normal wear and tear and deterioration. **MARGINAL** – Indicates the component will probably require repair or replacement anytime within five years. **POOR** – Indicates the component will need repair or replacement now or in the very near future. 1. Installed systems and components: structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation. 2. Readily accessible systems and components: only those systems and components where the Inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility. **Client has read, understands, and agrees to be bound by the terms of this entire double sided contract. \_\_\_\_\_ (Please Initial)**