



Inspection Agreement

MasterSpec Home Inspection Service, Inc.
10 Fields East
Champaign, IL 61822

THIS IS A LEGALLY BINDING CONTRACT, PLEASE READ IT CAREFULLY.

CUSTOMER: _____

PROPERTY TO BE INSPECTED : _____

CUSTOMER (named above) hereby requests a generalist's visual inspection of the primary building(s) at the above address, to be conducted by the above inspection company, herein to be referred to as the INSPECTOR, for the CUSTOMER'S sole use and benefit. CUSTOMER 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. CUSTOMER warrants that the necessary approvals have been secured for INSPECTOR'S entrance onto the property. CUSTOMER and INSPECTOR understand that they are bound by all of the terms of this agreement.

SCOPE OF INSPECTION:

The property inspection to be performed for customer is a non-invasive physical examination of the visible portions of the primary building(s) on the property. The subsequent inspection report will inform the CUSTOMER of MAJOR VISIBLE DEFECTS AS THEY EXIST ON THE DATE OF THE INSPECTION. Minor defects are reported as a courtesy only. The inspection will be performed in accordance with the Standards of Practice of the American Society of Home Inspectors (ASHI). Copies of these standards will be provided upon request.

The inspection is limited to visual examination of the exposed and readily accessible areas of the building, and to this extent includes an evaluation of the following major components:

Foundation, Electrical, Exterior Walls, Doors, Sub-Floor, Framing, Plumbing, Roofing, Site Drainage, Heating, Windows, Ceilings, Venting, Stairs, Attic, Floors, Built-in Appliances, Water Heaters, Fireplaces, Chimneys, Paving, Decks and Fencing.

The inspection to be performed is a visual inspection only and does not contemplate or involve the dismantling or moving of any object or portion of the premises. **Latent and concealed defects and deficiencies are excluded from the inspection.** INSPECTOR shall have no liability for conditions which are concealed from view or are inaccessible to the INSPECTOR. The inspection and subsequent report are not a warranty, guarantee or an insurance policy nor are they a substitute for real estate transfer disclosures which may be required by law. Home warranty policies, which include coverage for appliances, electrical, plumbing and heating, are available, if desired. For further information, consult a licensed real estate professional.

The inspection is limited to the real property and does not include personal property unless so indicated in the inspection report. A random sampling of items such as anchor bolts, window operation, safety glass, cabinetry and electrical outlets are checked. No representation is made as to how long any equipment will continue to function. Maintenance conditions may be discussed, but they are not a part of the inspection.

**CONDITIONS OUTSIDE THE SCOPE OF THE INSPECTION INCLUDE
BUT ARE NOT LIMITED TO:**

- Code or zoning violations; permit research; easements; rights of way; boundaries; condition of title; previous use; occupancy designation; compliance with manufacturers' specifications.
- Obtaining or reviewing information from any third parties including but not limited to: sellers, occupants, contractors, consultants, attorneys, agents or homeowner associations.
- Evaluating fire-resistive qualities of any system, structure, or component of the building.
- Common areas, systems, structures, or components thereof including (but not limited to) those maintained by a homeowner association.
- Examination of conditions related to animals, rodents, insects, wood-destroying insects or organisms, mold and mildew or damage(s) caused thereby.
- Any form of engineering analysis, such as structural, geological, and hydrological stability or soil conditions or wave action evaluations, land surveying or architectural examinations.
- Unique and/or technically complex systems or devices, such as heat exchangers, remote controls, motion sensing or photoelectric devices, alarm systems, fire detection systems (other than smoke alarms), solar systems, air quality control systems, radio or computer controlled devices, automatic timer controls, elevators, dumbwaiters, satellite dishes, automatic gates, etc.
- Low voltage electrical systems, such as TV antenna, TV signal cables, telephones, intercoms, security systems, speaker wires, automated equipment, landscape lighting, etc.
- Environmental and health hazards or conditions, including (but not limited to) toxic, reactive, combustible and corrosive contaminants. Also wildfire, flood, and geological hazards.
- Private water or private sewage systems or related equipment such as wells, septic systems, sewage pumps, water softeners, water purification systems, etc.
- Swimming pools, hot tubs, spas, waterfalls, ponds, fountains, saunas, steam baths, or similar fixtures and related equipment.
- Building or property measurements, value appraisal, and costs for corrective work.
- Electrical load calculations, testing of gas shutoff valves, testing for gas leaks.
- Latent defects or predictions of life expectancy of components or systems.
- Window-mount or wall-mount air conditioners or gas-powered air conditioners.
- Detached ancillary buildings (except for parking structures).
- Fire pits, barbecues, and outside heaters.
- Systems, structures or components which are not permanently installed.
- Advice as to advisability of purchase.
- Adequacy, efficiency, durability or quality of components.
- Requirements of Americans with Disabilities Act (A.D.A.).
- Noise transmission, determination of odors.
- Cosmetic finishes and conditions, landscaping and foliage.

- Fire sprinklers, landscaping sprinklers except as otherwise noted.
- Items specifically noted as excluded or items not specifically identified in the written report.
- Technically exhaustive inspections, evaluations or tests of any type.
- Notification of product recalls, defects, or similar notices.
- Services for inspecting or evaluating some of the excluded items listed above may be available from INSPECTOR for an additional fee.

CONFIDENTIALITY OF REPORT: The inspection report is confidential and is for the exclusive private use of the CUSTOMER. It is not to be copied or disseminated to any other party without the expressed written consent of the INSPECTOR. Use of all disclosures contained in the report is specifically restricted to the CUSTOMER for which the inspection was performed. Use of or reliance upon the report by other parties, or for other transactions, is strictly prohibited.

Note: THE REPORT IS COPYRIGHTED.

SEVERABILITY: CUSTOMER and INSPECTOR agree that should a court of competent jurisdiction determine that any portion of this contract is void or unenforceable, the remaining provisions and portions shall remain in full force and effect.

DISPUTE RESOLUTION: CUSTOMER agrees that any claim for failure to accurately report the major visible defects of the subject property, as limited hereinabove, shall be made in writing and reported to the INSPECTOR within 10 business days of discovery and INSPECTOR agrees to respond promptly to any such claim. CUSTOMER further agrees that CUSTOMER or CUSTOMER'S agents, employees or independent contractors will make no alterations, repairs or replacements to the claimed condition that is the subject of the "claimed failure to report" prior to a re-inspection by the INSPECTOR. CUSTOMER waives any and all claims relating to conditions that are altered or repaired without said notice or reinspection.

INITIAL: _____

ACCEPTANCE OF REPORT AND FEE PAYMENT: The fee for this inspection is due at the time of the inspection. If CUSTOMER does not attend the inspection, the fee is due upon receipt of the report. The printed report to be prepared by INSPECTOR shall be considered the final and exclusive findings of the INSPECTOR regarding the inspection of the property. CUSTOMER shall not rely on any oral statements made by the INSPECTOR prior to, during, or after the inspection. In the event CUSTOMER fails to pay any amount due hereunder and it becomes necessary for the INSPECTOR to take action in a court of law to collect such sums, CUSTOMER shall be responsible for all costs and reasonable attorney's fees incurred by the INSPECTOR.

GENERALIST'S VISUAL INSPECTION: CUSTOMER understands that the INSPECTOR is a generalist, knowledgeable in a variety of areas, but is not an expert in any field unless otherwise specified. A generalist's inspection report is an unbiased opinion, based upon the experience of the individual INSPECTOR. The report identifies general conditions affecting the subject property. If the INSPECTOR recommends consulting specialized experts for further evaluation(s) or repair(s), it is the CUSTOMER'S responsibility, at the CUSTOMER'S expense, to proceed with further inspections or evaluations with experts as selected by the CUSTOMER and the INSPECTOR shall have no liability in connection therewith. If CUSTOMER fails to consult specialized experts as recommended by INSPECTOR, the INSPECTOR shall be absolved of any and all liability.

LIMITATION OF LIABILITY: In the event the INSPECTOR fails to fulfill the obligations under this agreement, CUSTOMER'S exclusive remedy at law or inequity against "INSPECTOR" is limited to the amount of the inspection fee remitted. CUSTOMER acknowledges that this limitation of liability is reasonable in view of the relatively small fee that INSPECTOR charges for making the inspection when compared to the large potential of exposure that INSPECTOR might otherwise incur in the absence of

such limitation of liability.

INITIAL: _____

ACCEPTANCE OF THIS AGREEMENT: This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, agents, and representatives of any kind whatsoever. This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement.

I HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS. I ALSO AGREE TO PAY THE FEES SHOWN BELOW. The fee indicated below is based on the CUSTOMER'S estimated square footage of the primary building(s), subject to confirmation and adjustment by INSPECTOR at the time of the inspection.

DATE _____

EMAIL REPORT TO: ___ Buyer ___ Seller ___ Agent INITIAL: _____

EMAIL ADDRESS: _____

INSPECTOR _____ DATE _____

I Have Read And Agree To This Contract

Signature: _____

MasterSpec Home Inspection Service, Inc.
10 Fields East
Champaign, IL 61822

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