

Pre Inspection Agreement

Customer Name:

Date:

Property Address:

Email:

Phone#:

Year Build:

SQ.FT:

Client's Agent:

The above parties agree to the following on consideration for the fee received, Reliant Inspection Service Corp. Knows As Reliant in this document. shall provide a licensed real estate inspector to perform a "Real Estate Inspection" on the property above:

SCOPE: The inspection(s) is a "**limited visual inspection(s)**" of the "**Readily Accessible Items Agreed To Be Inspected**" on the real estate property located at the above address. We follow the Inspection standards as currently promulgated and published by the **State of Illinois** and the **International Association of Certified Home Inspectors (InterNACHI)**. These are the agreed standards of practice for the performance of this inspection. (A copy of which is available upon request at the inspection or prior to the inspection.) The inspection is intended to be a practical, non-destructive examination of the functions of the building, its components and equipment. The examination is limited to visual, audible and operational techniques. **We do not inspect for building codes, soil analysis, design, adequacy, capacity, efficiency, sizing, value, floodplain location, presence of LEAD PAINT, ASBESTOS, OR OTHER HAZARDOUS MATERIALS. Code Compliance** inspection of existing structures is **specifically excluded** from the inspection, although some codes may be used as a reference and basis for the Inspector's opinions. Please refer to the **attached HOME INSPECTION INFORMATION sheet** to obtain a better understanding of what an inspection includes and does not include.

Customer agrees that items not included in the inspection report are specifically excluded from the inspection and should be performed by other inspectors or technicians more qualified and knowledgeable in those areas.

EXCLUSIVITY: The inspection is performed for the exclusive use of the customer and is subject to the terms and conditions of this document and specific terms and conditions noted in the inspection report, which may include additional clarification of definitions, limitations, and exclusions.

REPORT: "Unless otherwise specified, no warranties or guarantees expressed or implied," including any **implied warranties**, or **fitness of merchantability** is included as part of the inspection or the report unless specifically stated. The inspection report will contain the **opinion of the inspector** on the need for repair or replacement of the items inspected on the day of the inspection only. The inspection or the report will not include opinions as to the **adequacy, efficiency, quality, durability, or future life and performance** of any item inspected. Those opinions are specifically excluded from the inspection or the report.

It is agreed that **opinions** expressed by the inspectors **are only opinions** and shall not constitute a basis for any claim of negligence or breach of contract. For the **purpose** of the **inspection, the report** and this **agreement, negligence and breach of contract is defined** as failure to inspect items **agreed** to be **inspected** by **both parties**. No other interpretation shall apply.

Distribution of Report – We are authorized to distribute copies of the Inspection Report to those directly involved in this transaction, unless otherwise instructed in writing.

Before completion of any **contractual agreements** on the property inspected, Customer agrees to obtain **second opinions** on items where performance may be reported as questionable, and to hold Reliant and the Inspector free from any liability on those items.

DISCLAIMER OF WARRANTIES

THE COMPANY MAKES NO GUARANTEE OR WARRANTY AS TO ANY OF THE FOLLOWING:

- 1. That all defects have been found or that company will pay for repair of undisclosed defects.**
- 2. That any of the items inspected are designed or constructed in good workmanlike manner.**
- 3. That any of the items inspected will continue to perform in the future as they are performing at the time of the inspection.**

The customer agrees and understands that the **maximum liability** incurred by **RELIANT** for **errors and omissions** in the inspection, including liability, of any inspector, owner, or employee of **RELIANT**, if any, to the customer shall be **limited to the amount of the fee paid for the inspection, not to exceed \$500.00**. The customer further agrees to a **six month statute of limitations** to make any and all claims. The Customer agrees to pay all legal expenses and reasonable compensation for loss of time that may be incurred by **RELIANT**, any inspector, owner, or employee of **RELIANT** as a result of any legal action by the customer where the customer does not prevail.

Initials: *X* _____

The customer agrees to notify **RELIANT** in writing, within two (2) business days of evidence of the problem and to allow **RELIANT** and/or its inspector five (5) business days to respond. Inspector must be allowed access to the property to evaluate these items before any corrective action is taken. The customer agrees and understands that any repairs or corrective action taken without consultation with **RELIANT** relieves **RELIANT** of any and all liability.

DISPUTE RESOLUTION: Any dispute, controversy or claim arising out of, or relating to, this agreement or the breach thereof shall be submitted to final and binding arbitration under the Expedited Arbitration Rules of the National Academy of Conciliators. The decision of the Arbitrator appointed there under shall be final and binding, and judgment on the award may be entered in to any court of competent jurisdiction.

NOTICE: YOU, THE CLIENT, HAVE OTHER RIGHTS AND REMEDIES UNDER THE ILLINOIS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTIVE ACT (815 ILCS 505/) WHICH IS IN ADDITION TO ANY REMEDIES WHICH MAY BE AVAILABLE UNDER ANY CONTRACT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY, OR THE ATTORNEY OF YOUR CHOICE.

ACKNOWLEDGMENT: The undersigned have reviewed this document, understand its contents and agree to the terms and conditions contained herein. In the absence of the Customer to sign this agreement prior to or at the time of the inspection, scheduling of the inspection, acceptance of the report, and/or payment for the inspection is an acknowledgment, acceptance, and agreement by the client to the terms of this agreement, and acknowledges that the inspection includes only those items listed, mentioned and specified in the report.

I am requesting the following inspection(s) and/or test(s):

- | | | | |
|---|---|---|--|
| <input type="checkbox"/> Home/Condo | <input type="checkbox"/> Structural | <input type="checkbox"/> Radon | <input type="checkbox"/> Termite |
| <input type="checkbox"/> Gas line leak test | <input type="checkbox"/> Swimming Pool | <input type="checkbox"/> Sprinkler System | <input type="checkbox"/> Lead Based Paint Test |
| <input type="checkbox"/> THERMAL Inspection | <input type="checkbox"/> Mold Screening | <input type="checkbox"/> Separate Structure | <input type="checkbox"/> Sewer Cam Inspection |

Inspection(s) and/or test(s) not marked are specifically declined. Initials: *X* _____

FEE: (payable at the time of the inspection) *is for a visual inspection of the readily accessible areas of the structure. The inspection is limited to what is visible at the time of the inspection.*

Customer Signature: *X* _____

(If this is a joint purchase, signer represents actual authority to sign for all parties.)

INSPECTOR: Fidel Gonzales

ILLINOIS LIC. NO: 450-00004247

Fidel Gonzales