

HEADS UP HOME INSPECTIONS, INC.
INSPECTION AGREEMENT
(Please read carefully)

THIS AGREEMENT is made and entered into by and between **HEADS UP HOME INSPECTIONS, INC.**, referred to as "Inspector", and _____ referred to as "Client".

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

1. The client will pay the sum \$ _____. The Inspector will perform a visual inspection and prepare a written 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.
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 Standards is included with the inspection report. If the state where the inspection is performed imposes more stringent standards or administrative rule, then those state standards shall define the standard of duty and the conditions, limitations and exclusions of the inspection.
4. The parties understand and agree that the Inspector 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. If repairs or replacement is done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The client further agrees that the Inspector is liable only up to the cost of the inspection.
5. The parties agree and understand the 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 OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.**
6. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.
7. Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational equipment or facilities; underground storage tanks, energy efficiency measurements; concealed or private secured systems; water wells; heating systems accessories; solar heating systems; sprinkling systems; water softener; central vacuum systems; telephone, intercom or cable TV systems; antenna, lighting arrestors, trees or plants; governing codes, ordinances, statutes and covenants and manufacturer specifications. Client understands that these systems, items and conditions are excepted from this inspection. Any general comments about these systems, items and conditions of the written report are informal only and **DO NOT** represent an inspection.
8. 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 Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney fees arising from such a claim.
9. The Inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental coded or regulations of any kind.
10. In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing such system or component. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards included in the report or State law. Furthermore, any legal action must be brought within two (2) years from the date of the inspection or will be deemed waived and forever barred.
11. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from, or related to the inspection or inspection report shall be submitted to final and binding arbitration under the **Rules and Procedures of the Expedited Arbitration of Home Inspection Dispute of Construction Arbitration Services Inc.**. The decision

of the Arbitrator appointed thereunder shall be final and binding judgement on the Award may be entered in any Court of competent jurisdiction.

12. This inspection does not determine whether the property is insurable.

DEFINITIONS

1. Apparent Conditions: Systems and components are rated as follows:

SATISFACTORY (Sat.) – Indicates the component is functionally consistent with its original purpose but may show signs of normal wear and tear and deterioration.

MARGINAL (Marg.) – 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.

2. Installed systems and components: structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.

3. Readily accessible systems and components: only those systems and components where Inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility.

This Agreement, including the terms and condition, 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 the laws of the State of Illinois, and if that state’s law or regulations are more stringent than the forms of the agreement, the state law or rule shall govern.

Client has read this entire Agreement and accepts and understands the Agreement as hereby acknowledged. Client acknowledges receipt of the standards of practice, which applies

Signature: _____

Date _____ Day: _____

Signature: _____

Date _____ Day: _____

Street Address: _____

Buyer Present: _____

City/State/Zip _____

Yes _____ No _____

Agent present: Yes _____ No _____

Agent’s Name: _____

Inspector’s Signature _____

Date: _____

Inspection # _____

Client agrees to release reports to seller/buyer/REALTOR Yes _____ No _____

INDOOR RADON DISCLOSURE

The U.S. Environmental Protection Agency (EPA) and Surgeon General recommend ALL homebuyers have an indoor radon test conducted. Radon is a Class-A carcinogen and the 2nd leading cause of lung cancer estimated to cause 15,000-22,000 deaths in the U.S. annually.

I have fully read and understand the disclosure above and:

a) I choose to have Heads Up Home Inspections conduct an indoor radon test of the home according to EPA Protocol for an additional fee of \$_____.

Buyer's signature

b) Against the strong recommendation of EPA, Heads Up Home Inspections and my agent, I have elected not to test the home for the presence of indoor radon gas and assume all liability for elevated radon concentrations discovered after the transaction closes that such a test would have revealed.

Buyer's Signature

