

Platinum Home Inspections, Inc. Inspection Agreement

THIS IS A LEGALLY BINDING CONTRACT - PLEASE READ IT CAREFULLY

Address: , ,

Report Number: 2071212a

VISUAL INSPECTION DEFINITIONS AND LIMITATIONS:

- 1. The Client understands and agrees that this Agreement is a part of the Inspection Report and acceptance of or payment for the Inspection Report by the Client will confirm this agreement, even if Client was not present at the inspection and/or has not signed this agreement.**
2. The Client understands that this report and any information therein is intended for the sole use of the Client and shall not substitute for, replace or be used in lieu of any required Transfer Disclosure Statements and shall not be disclosed to any person or persons other than those authorized by the client.
3. Nothing in the Inspection Report, and no opinion of the Inspector, shall be construed as advice to the Client to purchase, or not to purchase, the property.
- 4. The Visual Inspection Service is performed in accordance with the Illinois *Standards of Practice* and the National Association of Home Inspectors (NAHI). "The parties to this contract agree that the Illinois Standards of Practice , 68 IL. Admin.. Code 1410, Sec. 1410.200, as amended, as well as the National Association of Home Inspectors (NAHI) Standards of Practice , most current revision, shall define the standard of duty and conditions, limitations, and exclusions of the inspection and are incorporated by references herein. Copies of these standards are available upon request. When the State of Illinois Standards and the NAHI Standards are found to be in conflict, the State of Illinois shall govern. Accordingly these standards, are intended to provide the Client with information regarding the condition of the systems and components of the home as inspected at the time of the home inspection. The specific systems and components of a building to be inspected are listed in these Standards of Practice.**

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls or wall coverings, floors or floor coverings, ceilings, furnishings or any other thing, is NOT included in this inspection.

Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection.

5. The following are NOT included in the inspection:

- Recalls or Callbacks of any kind and from any source: Latent or concealed defects
- Environmental hazards or conditions, including, but not limited to, toxic, reactive, combustible, or corrosive contaminants, wildfire, odors, noise, flood potential, electromagnetic fields, underground storage tanks, asbestos, (radon gas, Unless specifically scheduled) lead paint, urea formaldehyde, PCB's, water or air quality, the proximity to toxic waste sites, or other environmental or health hazards
- Structural, geological, soil or hydrological stability, survey, engineering, analysis or testing
- Permit research or validation, code, installation or zoning violations
- The examination of conditions related to animals, rodents, insects, wood destroying insects, organisms, mold and mildew, or the damage caused thereby
- Radio controlled devices or low-voltage systems or relays
- Security or intercom systems
- Elevators, lifts or dumbwaiters
- Thermostatic, time clock or photoelectric controls
- Water softener or purifier systems
- Furnace heat exchangers, solar heating systems and freestanding appliances
- Window coverings
- The examination or operation of any sewage disposal system or component including, but not limited to, septic tanks, cesspools, and/or any underground system or portion thereof, or ejector pumps for rain or waste
- Landscape or farm irrigation systems
- The condition and/or irrigation of trees, shrubs or vegetation of any kind
- Any item which is hidden from view or impractical to test
- Any system or component, condition, or application noted in the report as not inspected, not determined, or not reported on
- All items indicated as being excluded in the NAHI Standards of Practice, most current revision, are also excluded herein.

6. The *Uniform Building Inspection Report* utilizes referenced narratives corresponding to items listed on computer generated findings pages.

The Client agrees to read the entire report. The Client agrees to immediately contact the Inspection Company for copies of any pages found to be missing from any part of the report.

7. The report, including the use of signifying letter codes, is the professional opinion of the Inspector, based on the accessibility of the certain fixed components surveyed. Without dismantling parts of the building and/or its components.

8. **The Inspection Company does not offer any warranty or insurance for the Client or any other person in connection with the Inspection Report. There is no warranty, expressed or implied, of the inspection service or inspection report.**

9. **The Client agrees to submit to the Inspection Company, in written form, by certified mail within ten (10) business days after the discovery of the alleged defect. No repairs can be made , except for emergencies, prior to a reinspection by Platinum Home Inspections, Inc.. Any action must be commenced within one (1) year after the date of the inspection or will be deemed waived and forever barred.**

10. 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, this contract or 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 Disputes of Construction Arbitration Services, Inc.** The decision of the Arbitrator appointed thereunder shall be final and binding and judgement of the Award may be entered in any Court of competent jurisdiction.

11. To the extent allowed by law, it is understood and agreed by and between the parties hereto that the Inspector/Inspection Company is not an insurer, that the payment for the subject inspection is based solely on the value of the service provided by the Inspector/Inspection Company in the performance of its limited visual inspection and production of a written inspection report as described herein, that it is impracticable and extremely difficult to fix the actual damages, if any, which may result from a failure to perform such services, and a resulting loss that the Inspector/Inspection Company's and its officers,' agents,' or employees' **liability hereunder shall be limited and fixed in an amount equal to one hundred percent (100%) of the inspection fee**, as liquidated damages, and not as penalty, and this liability shall be exclusive.

13. NOTE: Any check returned for either non sufficient funds or closed account will be assessed a fee of \$25.00 to cover banking service charges.

14. The Inspection and Report are performed and prepared for the confidential and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this agreement.

15. This contract shall remain in effect from the date of signature for a period of 160 days for any reinspections or addendum inspections. In addition this contract shall remain in effect from the date of signature for a period of 160 days for all Phase Inspections from Initial Phase One through final Phase Two Inspection.

Condominium Purchases:

 Initial: Note condominium common areas are covered by an Association Monthly Fee and as such these areas are the responsibility of the association. The inspector has no knowledge of previous problems or future assessments pending for the building common areas. The client is advised to obtain the minutes for the past year to learn of any past problems which could effect the unit under consideration or future assessments for the building. Per the National Association of Home Inspectors (NAHI) the common areas of buildings are not a required inspection area. The inspector does not have full access to all common areas to make an in depth visual inspection therefore these areas are not inspected.

The Fee Payable today at the end of the Visual Inspection and Report is:

CLIENT: _____ (sign) _____ Date: _____

INSPECTION COMPANY: Platinum Home Inspections, Inc., Corporate License # 451-0000730

INSPECTOR: William A. Riga Sr. (sign) _____ Date: _____

* CLIENT's initials _____ indicates agreement to allow the INSPECTOR to release a copy of the report to: