



389 Lake Forest Drive  
Murphysboro, IL. 62966  
Ph (618) 319-0340



**PRE INSPECTION AGREEMENT**

Scheduled Home Inspection Date: \_\_\_\_\_ Time: \_\_\_\_\_

This agreement is made between Southern Illinois Home Inspection (hereinafter known as the Company) and \_\_\_\_\_ (hereinafter known as the Client) to perform a visual home inspection of the building located at: \_\_\_\_\_ Illinois.

The Company agrees to conduct a Home Inspection for the purpose of informing the Client of any major deficiencies in the condition of the property, subject to the UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY below. The Home Inspection and report are performed and prepared for the sole confidential and exclusive use and possession of the Client. The Company has no interest in the property. The cost of the Home Inspection is not contingent upon the discovery of any defects or other findings in the property by the Company. A licensed Home Inspector will perform the Home Inspection.

It is understood and agreed that a Home Inspection means a visual, functional, non-invasive Home Inspection conducted without operating systems or components which are shut down, inoperable, or not responding to normal operating controls; without moving personal property, furniture, equipment, plants, soil, snow, ice, or debris, using the mandatory equipment and including the preparation of a written Home Inspection report of the readily accessible elements of the following components of a residential building which may include the following as set forth in Illinois Home Inspector License Act Standards of Practice [225 ILCS 441] which is attached to this agreement:

- |   |                         |
|---|-------------------------|
| Structural components                       | Exterior components     |
| Grounds, grading                            | Roofing system          |
| Chimney                                     | Gutters, drainage       |
| Electrical system                           | Plumbing system         |
| Heating system                              | Cooling system          |
| Interior components                         | Walls, Floors, Ceilings |
| Insulation Components                       | Ventilation system      |
| Fireplaces, & solid fuel burning appliances | Garages or carports     |
| Windows                                     |                         |

The testing of any system or component can be excluded at the request of the Client. The Home Inspection will be done in accordance with Illinois Home Inspector License Act Standards of Practice [225 ILCS 441].

Latent and concealed defects and deficiencies, and intermittent problems are excluded from the Home Inspection. The Home Inspector is not expected to enter any areas or perform any procedure that is unsafe or likely to damage the property or its systems or components; nor is the Home Inspector required to enter any area that does not have at least 24 inches of unobstructed vertical clearance and at least 30 inches of unobstructed horizontal clearance. The Home Inspection or its report is not required to determine life expectancy of systems or components or determine the cause of any condition or deficiency; or future conditions that may occur including the failure of systems and components. The Home Inspection will not determine whether water supply and waste disposal system are public or private; insert any tool, probe or

testing device inside electrical panel, walk on un-floored sections of attics and light pilot flames or ignite or extinguish fires.

The Home Inspection shall not be construed to require a Home Inspector to inspect all the items set forth in Illinois Home Inspector License Act Standards of Practice [225 ILCS 441]. Any item listed above or in the standards of practice that cannot be inspected shall have reasoning described in the final written report.

Maintenance and other items may be discussed, but they are not part of our Home Inspection. The report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

The Home Inspection and report do not address and are not intended to address the possible presence of or danger from any potentially harmful substances and environmental hazards including but not limited to mold, fungus, toxins, carcinogens, noise, contaminants in soil, water and air; radon gas, lead paint, asbestos, urea formaldehyde, toxic or flammable chemicals and water and airborne hazards. Also excluded are inspections of and report on swimming pools, wells, septic systems, security systems, central vacuum systems, water softeners, sprinkler systems, fire and safety equipment and the presence or absence of rodents, termites and other insects. The Company does not test for the presence of, or functioning of, oil tanks or other storage tanks.

The Company does not test for the presence of systems or conditions that might attract termites and other wood boring insects such as sub-slab heat, radiant heat, periodic swarmers, previous treatment, slab sleepers, wells, sump pumps, and french drains.

If at the time of the Home Inspection an area or system is inaccessible for any reason and you will require the Home Inspector to return to the property, a fee of \$ 60.00 will be charged at the time of re-inspection(s).

All other inspections and/or services, if performed, will come under separate contracts and reports.

### **UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY**

It is understood and agreed that the Company is governed by the rules in the Illinois Home Inspector License Act [225 ILCS 441] and that the licensee shall comply with these rules and failure to comply with the rules may subject the licensee to discipline.

It is also understood and agreed that the Company, its employees and agents are not insurers and that the Home Inspection and report are not intended or to be construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address.

It is also agreed and understood that the professional opinions contained in the report are often based upon inference because there is no direct evidence of a problem or incomplete information about it.

The client agrees to conduct a thorough pre-closing walk-through of the property per the attached checklist, and to present any defects or additional findings to the seller prior to closing.

The Client hereby releases the Company, its agents and employees of and from all liability in connection with repairing or replacing any unreported defect or deficiency and for any losses and damages, including consequential and incidental damages, arising out of the Home Inspection and the report.

In the event that any claim is made against the Company, its agents or employees alleging breach of contract, breach of warranty, negligence, negligent misrepresentation, negligent hiring or under any other theory of liability, the Client agrees that any such claims shall be submitted to arbitration. Additionally, any and all claims must be submitted to the Company, in writing, before any repairs are performed, not later

than six (6) months from the date of the inspection. The company shall not be liable for differing opinions of others nor shall any claim or dispute exist to items that have been repaired or modified prior to a re-inspection of those items by the company.

The client agrees that this agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties and supported by valid consideration.

Additionally, the Client agrees to indemnify the Company for its expenses in defending a claim in the event that the Company prevails in its defense of the claim. Furthermore, the liability of the Company and its agents and employees shall be limited to a sum equal to the amount of the fee paid by the Client for the Home Inspection and report.

### **ACKNOWLEDGEMENT**

**BY SIGNING BELOW, THE PARTIES HAVE CAREFULLY READ, FULLY UNDERSTAND AND AGREE WITH THE LIMITATIONS, EXCLUSIONS AND TERMS DESCRIBED.**

**CLIENT AGREES TO PAY THE INSPECTION FEE BY CASH, PERSONAL CHECK, OR MONEY ORDER PRIOR TO CONCLUDING THE INSPECTION**

Southern Illinois Home Inspection  
John Eaton, Owner, IL Lic. #450.0003574

\_\_\_\_\_ Date \_\_\_\_\_

I/we authorize SI Home Inspection to release a copy of this report to: (print name/contact information):

Attorney: \_\_\_\_\_

Real Estate Agent/Broker: \_\_\_\_\_

Other: \_\_\_\_\_

Client(s) \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Total Inspection Fee: \$ \_\_\_\_\_ Payment Method: Check Cash Money Order