

A Plus Home & Building Inspections, Inc.

INSPECTION AGREEMENT

Jess Alvarez
749 E. Washington St.
Morris, IL 60450
815-941-2345 Fax 815-942-0147

PROPERTY TO BE INSPECTED

Address:
City: St: Zip:

YOUR CURRENT ADDRESS

Address:
City: St: Zip:

INSPECTION FEE

Home Inspection Fee: \$
\$

Total Standard Fee: \$

PAYMENT METHOD: Check (#) Other

PAYMENT OF INSPECTION FEE IS REQUIRED BEFORE WE WILL DELIVER THE REPORT

IMPORTANT OPTIONS THAT LIMIT OUR LIABILITY

OPTION # 1 STANDARD VISUAL INSPECTION

You request the Standard Visual Inspection and REPORT as described below.

You: X Date:

Print Name

Signature

COMPANY NAME: By: Jess Alvarez IL # 450.0003454

Print Name

Signature

Date:

OPTION # 2 TECHNICALLY EXHAUSTIVE INSPECTION

We agree to conduct our Standard Inspection as described below and also retain other specialists as necessary and to prepare a Technically Exhaustive REPORT within 20 days of the date of receipt of this contract.

You request The Technically Exhaustive Inspection. The fee for this optional and more intensive inspection and report is:

\$ (Total Standard Fee x ten (10)) - 50% deposit is required to commence this inspection.

You: X Date:

Print Name

Signature

COMPANY NAME: By: Jess Alvarez IL # 450.0003454

Print Name

Signature

Date:

You decline the Technically Exhaustive Inspection. Initials X

SCOPE OF THE INSPECTION AND REPORT

A Plus Home & Building Inspections, Inc. (We/Our/Us), will conduct a limited visual inspection of the primary building located on the property to be inspected (the PROPERTY), and will issue a written REPORT to you expressing our opinion about the functionality of specified systems, components, and other features of the building.

Except as otherwise provided in this Agreement or in the REPORT, the inspection will be conducted, and the REPORT will be issued, in accordance with the then current Standards of Practice of the Office of Banks and Real Estate (OBRE) in the State of Illinois. The OBRE Standards are an integral part of this agreement.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR IN THE REPORT, THE REPORT WILL ONLY GIVE YOU OUR OPINION OF THE FUNCTIONALITY OF SPECIFIED SYSTEMS, COMPONENTS AND FEATURES OF THE BUILDING AS REQUIRED BY THE OBRE STANDARDS AND NOTHING MORE. NEITHER THE INSPECTION, THE REPORT, NOR THIS AGREEMENT WILL BE A WARRANTY, GUARANTEE, INSURANCE POLICY, OR SUBSTITUTE FOR ANY REAL ESTATE TRANSFER DISCLOSURES REQUIRED BY LAW.

We may amend the REPORT within twenty-four (24) hours after completing the inspection and promptly notify you.

WE WILL NOT BE RESPONSIBLE FOR THE FOLLOWING EXCLUDED MATTERS

- We will not be responsible for any loss or damage you suffer unless it is caused by your actual and justifiable reliance on the REPORT.
We will not be responsible for any problem that you created, suffered, assumed or agreed to.
If the inspection is performed in connection with the sale, exchange or transfer of the PROPERTY, we will not be responsible for any problem that you learn about, or that third parties disclose to you, before the sale, exchange or transfer is completed.

We will not be responsible for, and the REPORT will EXCLUDE:

- Any item not required by the OBRE Standards of Practice unless this Agreement specifically provides that the item will be included in the REPORT. Any item this Agreement or the REPORT EXCLUDES, even if the OBRE Standards of Practice otherwise requires the item.
Any item this Agreement EXCLUDES even if the REPORT mentions it. If an item is mentioned, its mention is only as a courtesy to you and does not make us responsible to you for it.
Anything we tell you that is not in the REPORT.
The adequacy or failure of seals in multi-glazed windows.
Determining air quality or other environmental issues, including but not limited to, the presence and/or potential for presence of microbial contaminants such as TOXIC MOLD or MILDEW.

In conducting the inspection and issuing the REPORT, we will be acting as a home inspection generalist, not as a specialized engineer or expert in any particular building craft or trade. Because of this, we may recommend that you consult with such specialists or others at your own expense, to obtain more expert assessments of the condition of particular systems, components or features of the building and additional problems not identified in our REPORT. If you do not do so in a timely manner, we will not be responsible for problems that such assessments would have revealed.

CONFIDENTIALITY OF THE REPORT

If the inspection is performed in connection with the sale, exchange or transfer of the PROPERTY, either you or we may give copies of the REPORT to the principals in the transaction and to their agents. You and we agree:

- That the REPORT will be for your sole information and benefit, and no one else may rely on it,
That you and we do not intend for anyone but you to benefit, directly or indirectly, from this Agreement, the inspection or the REPORT.

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY CLAIMS CAUSED BY YOUR UNAUTHORIZED DISTRIBUTION OF THE REPORT. WE AGREE TO INDEMNIFY, DEFEND, AND HOLD YOU HARMLESS FROM ANY CLAIMS CAUSED BY OUR UNAUTHORIZED DISTRIBUTION OF THE REPORT.

NOTICE OF CLAIMS AND TIMELY OPPORTUNITY TO RE-INSPECT THE PROPERTY

If you become aware of a problem for which we may be responsible to you, you must notify us and give our inspector or others that we designate a reasonable opportunity to re-inspect the PROPERTY before you fix the problem. Your notice or other correspondence must be in writing and should be given to: Jess Alvarez of A Plus Home & Building Inspections, Inc. at the above address.

LIMIT ON THE AMOUNT AND TYPES OF DAMAGE WE WILL BE RESPONSIBLE FOR

If we are responsible to you for a problem with the PROPERTY, we will owe you no more than the LEAST of:

- The amount of the inspection fee after 90 days of the date of the inspection till termination of contract.

We will not be responsible to you for any other amounts or types of loss or damages, including, but not limited to, direct, indirect, special, incidental, or consequential damages of any kind, including, but not limited to, loss of use, lost profits, personal or bodily injuries, attorney fees, litigation costs or third party claims against you.

This limit applies whether our responsibility to you is based on this Agreement, the inspection, the REPORT or on any other basis, and whether our responsibility arises in contract or in tort, including, but not limited to, negligence or misrepresentation. This limit also applies to any claims you have against our agents, employees and inspectors based on the same problem with the PROPERTY. In any case, our liability shall terminate one year from the date of inspection if you have not previously notified us of a complaint.

MANDATORY, BINDING ARBITRATION

Disputes between us regarding this Agreement, the inspection, the REPORT or anything else involving the PROPERTY will be submitted to BINDING ARBITRATION administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The results of the Arbitration will be binding on both you and us. The arbitration will apply the law of the State in which the PROPERTY is located. Judgment on the award may be entered in any court that has jurisdiction to do so.

SEVERABILITY and ENTIRE AGREEMENT

If part of this Agreement is held legally unenforceable, both you and we can still enforce the rest of the Agreement.

This Agreement is the entire and only agreement between you and us regarding the matters addressed in this Agreement. You and we must agree in writing to any changes to this Agreement.

Jess Alvarez of A Plus Home & Building Inspections, Inc. at the above address.

ACKNOWLEDGMENT AND AGREEMENT

You (named below) acknowledge that you have read, understand and agree to all the provisions, limitations and exclusions in this Agreement. You also agree that you will carefully read the entire inspection report ("the REPORT") that A Plus Home & Building Inspections, Inc. issues pursuant to this Agreement and will contact Jess Alvarez within two (2) business days after receiving the REPORT if you have questions or concerns about it.

REPRESENTATION OF AUTHORITY

You represent and warrant that you have the authority to enter into this Agreement on behalf of all others owning any interest in the Property and are authorized to act on behalf of all other such owners in all matters relating to this Agreement