

**THE HOUSEDOCTORS**  
**INSPECTION AGREEMENT**  
**THIS IS A LEGALLY BINDING CONTRACT**  
**AND CONTAINS AN ARBITRATION CLAUSE**  
PLEASE READ IT CAREFULLY

Client: \_\_\_\_\_ Report #: \_\_\_\_\_  
Property Address: \_\_\_\_\_  
Inspection Date: \_\_\_\_\_

This Inspection Agreement contains the terms and conditions of your (the "Client") contract with **THE HOUSEDOCTORS** (the "Company") for an Inspection of the Property at the above address. This Inspection Agreement contains limitations on the scope of the Inspections, remedies and liability. Please read it carefully. By signing below, Client represents and warrants that Client has secured all approvals necessary for the Company to conduct the Inspection of the Property. Client also warrants they will read the entire Inspection Report when received and shall promptly call with any questions or concerns client may have regarding the Inspection or Inspection Report. This Inspection is being performed for the exclusive use and benefit of the Client, and the Inspection, including the written Report, is not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

**1. INSPECTION**

The Company agrees to perform a limited visual Inspection of the systems and components included in the Inspection as they exist at the time of the inspection and for which the Client agrees to pay a fee. The Inspection will be performed in accordance with the Standards of Practice of the American Society of Home Inspectors, which are attached, and is limited by the limitations, exceptions and exclusions so stated in the Standards of Practice and this Agreement.

**2. DISCLAIMER OF WARRANTY**

Client understands that the Inspection and Inspection Report do not, in any way, constitute a/an: (1) guarantee, (2) warranty of merchantability or fitness for a particular purpose, (3) express or implied warranty, or (4) insurance policy. Additionally, neither the Inspection or Inspection Report are substitutes for any real estate transfer disclosures which may be required by law.

**3. NOTICE AND STATUTE OF LIMITATIONS**

Client agrees that any claim, for negligence, breach of contract or otherwise, made in writing and reported to Company within ten (10) business days of discovery. Client further agrees to allow Inspector the opportunity to re-inspect the claimed discrepancy, with the exception of emergency conditions before Client or Client's agents, employees or independent contractors repairs, replaces, alters or modifies the claimed discrepancy. Client understands and agrees that any failure to notify Inspector as stated above shall constitute a waiver of any and all claims Client may have against Inspector. Any legal action must be brought within one (1) years from the date of the Inspection, failure to bring said action within one (1) years of the date of the Inspection is a full and complete waiver of any rights, actions or causes of actions that may have arisen therefrom. Time is expressly of the essence herein. This time period may be shorter than otherwise provided for by law.

**CLIENT INITIALS X** \_\_\_\_\_

**4. LIQUIDATED DAMAGES**

It is understood and agreed to by the parties hereto that the Company is not an insurer, that the payment for the Inspection and Inspection Report is based solely on the value of the service provided by the Company in the performance of the limited visual inspection and production of the Inspection Report as described herein, that it is impracticable and extremely difficult to fix actual damages, if any, which may result from a failure to perform such services, and in the case of failure to perform such services and a resulting loss, Company's liability hereunder shall be limited and fixed in amount equal to the inspection fee multiplied by two(2), or to the sum of five hundred dollars (\$500.00), whichever sum shall be less, as liquidated damages, and not as a penalty, and this liability shall be exclusive. **CLIENT**

**INITIALS X** \_\_\_\_\_

**5. DISPUTE RESOLUTION – ARBITRATION CLAUSE**

ANY DISPUTE, CONTROVERSY, INTERPRETATION OR CLAIM INCLUDING CLAIMS FOR, BUT NOT LIMITED TO, BREACH OR CONTRACT, ANY FORM OF NEGLIGENCE, FRAUD OR MISREPRESENTATION OR ANY OTHER THEORY OF LIABILITY 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 ON THE AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

**CLIENT INITIALS X** \_\_\_\_\_

6. **LIMITATIONS, EXCEPTIONS AND EXCLUSIONS**

The Inspection only includes those systems and components expressly and specifically identified in the Inspection Report. The Inspection limitations, exceptions and exclusions in the Standards of Practice are incorporated herein. In addition, any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or nay other fashion. The Inspection does not include any destructive testing or dismantling. The following systems and components and area are among those NOT included in the Inspection or Inspection Report:

- Latent or concealed defects, compliance with code or zoning ordinances or permit research or system or component install or recalls.
- Structural, geological, soil, wave action or hydrological stability, survey, engineering analysis or testing.
- Termites, or other wood destroying insects and or organisms, rodents or other pests, dry-rot, or fungus; or damage from or relating to the preceding.
- Asbestos, radon gas, lead paint, urea formaldehyde, mold or mildew, odors or noise, toxic or flammable chemicals, water or air quality, PCB's or other toxins, electro-magnetic fields, underground storage tanks, proximity to toxic waste sites or other environmental or health hazards.
- Private water, sewage systems, water softener or purifiers, radiant heat systems or solar heating systems.
- Pools, spas, hot tubs, saunas, steam baths, fountains or other types of related systems and components.
- Repair cost estimates or building value appraisal.
- Thermostatic or time clock controls, radio controlled devices, automatic gates or elevators, lifts or dumbwaiters.
- Free standing appliances and gas appliances such as fire pits, barbecues, heaters and lamps. Main gas shut off valve. Any gas leaks. Furnace heat exchangers.
- Seismic safety, security or fire safety systems or security bars and/or safety equipment.
- Any adverse condition that may affect the desirability of the property including but not limited to proximity to railroad tracks or airplane routes, boundaries, easements or rights of way, adjoining properties or neighborhood.
- Unique/technically complex systems or components, system or component lift expectancy or adequacy or efficiency of any system or component.

7. **GOVERNING LAW AND SEVERABILITY**

This Agreement shall be governed by ILLINOIS law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

8. **RECEIPT OF REPORT**

The Company's agreement to perform the Inspection is contingent on Client's agreement to the provisions, terms, conditions and limitations of this Agreement. If this Agreement is not signed by Client prior to or at the time the written Inspection Report is provided to the Client and Client objects to any of the terms of this Agreement, Client shall return the written Inspection Report to the Company within seven (7) days and any fee that has been paid will be refunded to the Client. Failure to return the written Inspection Report and payment of the fee shall constitute the full acceptance of all of the terms of this Agreement by Client.

9. **OTHER SERVICES**

It is understood and agreed to by the parties hereto that all the provisions, limitations, exceptions and exclusions of this agreement shall apply to any optional services entered into by the parties.

10. **ENTIRE AGREEMENT, MODIFICATION & 3<sup>RD</sup> PARTIES**

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 or modifications shall be enforceable against any party unless such changes or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.

Inspection Fee: \_\_\_\_\_

Additonal Fees: \_\_\_\_\_

Total Fee: \_\_\_\_\_

I have read, understand and agree to all the terms and conditions of this Agreement and to pay the fee shown above.

Dated: \_\_\_\_\_ Signature of Client \_\_\_\_\_  
(One signature binds all)

Dated: \_\_\_\_\_ For the Company \_\_\_\_\_