

Landmark Building Inspection, Inc. Pre-Inspection Agreement

IMPORTANT NOTICE TO CLIENTS: This is a legally binding contract please read it carefully before signing. This agreement is part of the inspection report and the information therein is intended for the sole use of the client and shall not substitute, replace or be used in lieu of any required Transfer Disclosure Statements. The contents of the inspection report and the opinion of the inspector shall not be construed as advice to purchase or not to purchase the property. The client understands 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 the client was not present at the inspection and/or has not signed this agreement.

Inspected Property Address: _____ Date of Inspection: _____

City: _____ State _____ Zip: _____

This agreement is made on the _____ day of _____, 20_____.

By: _____ (Client) and Landmark Building Inspection, Inc. (Inspector).

Inspection and Report Fee: \$_____ Please forward a copy of this report to my: Realtor _____ Attorney _____
Initial

1. The purpose of the inspection is to visually inspect systems and components of the home which are readily accessible, utilizing normal operating controls and access panels. This inspection will report, in the opinion of the inspector, whether these systems and components are significantly deficient in performing their intended purpose. This inspection is a limited and primarily visual examination and 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. The Client agrees to assume all risks for conditions which are concealed from view at the time of the inspection.
2. The visual inspection service is performed in accordance with the Standards and Practices as published by the Illinois Department of Financial and Professional Regulation (IDFPR). The Standards of Practice are intended to provide the Client with the information regarding the condition of the systems and components of the home as inspected at the time of the home inspection. A copy of the Standards of Practice can be obtained on the following website: <http://www.idfpr.com/DPR/RE/HomeInspect.asp>.
3. The following systems and components will be inspected provided they are readily accessible, operating and exposed to view:

Exterior Components – exterior wall covering, flashing, trim, all exterior doors, attached decks, balconies, stoops, steps, porches, and their associated railings the eaves, soffits, and fascias where accessible from the ground level; the vegetation, grading, surface drainage, and retaining walls on the property when any of these are likely to adversely affect the building; walkways, patios, and driveways leading to building entrances.

Roofing Components – roof coverings flashing, chimneys, skylights, roof penetrations and the roof drainage system.

Structural Components – foundation, support beams, support posts, floor structure, roof structure, ceiling structure, wall structure, under floor crawl spaces and attics.

Electrical System – service drop, service entrance conductors, cables, raceways, service equipment and main disconnects, service grounding, interior components of service panels and sub panels, conductors, over-current protection devices, GFCI's, and a representative number of receptacles, installed lighting fixtures and switches.

Heating System - installed heating equipment, heat distribution systems, vent systems, and chimneys.

Cooling System - installed central and through-wall cooling equipment, air handling equipment and air distribution systems.

Interior Components – walls, ceilings, floors, steps, stairways, railings, countertops, a representative number of cabinets, doors and windows: garage doors and garage door openers.

Insulation and Ventilation – insulation and vapor barriers in unfinished spaces, attic and foundation area ventilation and mechanical ventilation systems and components.

The client understands that weather and seasonal conditions may affect the scope of the inspection. This inspection **does not** cover whether the property conforms to any state, federal, municipal codes, or any legality on the property.

4. The visual inspection is not technically exhaustive and will not identify concealed or latent defects. The following conditions and items are **not included** as part of the inspection:

- Environmental hazards including, but not limited to; asbestos, formaldehyde, lead paint, radon gas, PCB's electromagnetic radiation, toxic mold, all fungi, trees and their root systems, water or airborne related illness or disease, toxic or flammable chemicals and all other similar or potentially hazardous substances, 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 including and contaminants.
- Utility lines, water mains, wells.
- The examination or operation of any sewage disposal system or component including, but not limited to; sewage/septic systems, cesspools, and/or any underground system or portion hereof, or ejector pumps for rain or waste.
- Solar or geo-thermal heating systems. radiant floor or ceiling heating systems, free standing solid fuel burning stoves, furnace heat exchangers, flues, condensate pumps.
- Fire suppression sprinkler systems,
- Stand-by power generating systems,
- Remote garage door transmitters.
- Swimming pools/spas, saunas/steam rooms, hot tubs.
- Underground fuel storage tanks.
- Landscape and all other irrigation systems.
- Decorative lighting.
- Recreational accessories, fences, storage sheds.
- Central vacuum systems.
- Portable humidifiers and de-humidifiers.
- Permit research or validation, code, installation or zoning violations.
- Intercom or music systems, security systems, telephone or TV wiring, low-voltage wiring systems or relays, remote and/or radio controlled devices.
- Thermostatic, time clock or photoelectric controls.
- Portable microwave ovens, self cleaning or continuous cleaning capabilities of ovens.
- Portable window A/C units.
- Water softening and filtering systems.
- Elevators, lifts or dumbwaiters.
- Minor or cosmetic defects.
- The inspection and examination of conditions related to animals, rodents, insects, wood destroying insects, organisms, or the damage caused thereby or infestation.
- Floor coverings, wall and window coverings.
- Recalls or callbacks of any kind from any source.
- Any item which is hidden from view or impractical to test.

Additionally, the inspector shall not be expected to move furniture and storage items, light fires and pilots, operate main valves and relief valves, manipulate circuit breakers, enter or access any unsafe areas. Determination regarding product recall, predict the life expectancy of any item, or determine the adequacy or efficiency of any system or component shall not be expected of the inspector. The inspector advises the client to contact a qualified specialist if information, identification or testing of any excluded items is desired at the clients' expense.

5. The Inspection Report utilizes referenced narratives corresponding to items listed on computer generated findings pages. The client agrees to read this report in its entirety. The client agrees to immediately contact the Inspection Company for copies of any pages found to be missing from any part of the report.
6. 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 of parts of the building and/or its components, and without full use of all utilities, the Inspector may not draw conclusions which cannot be confirmed during the inspection.
7. Landmark Building Inspection, Inc. will provide the Client with a written report upon completion of the inspection identifying the defects both observed and deemed relevant. The report will provide information concerning the physical conditions observed at the time of the inspection only. Any condition requiring repair, replacement or servicing should be evaluated by qualified professionals prior to closing. The Client understands that conditions of the systems and components can change and that the inspected components may be altered after the inspection. The Client is hereby advised to re-inspect the property personally prior to purchasing it and to confirm that nothing has been changed, altered or damaged. Landmark Building Inspection, Inc. has the right to edit the final report if necessary. Landmark Building Inspection, Inc. assumed no responsibility to any third parties in connection with the inspection or report.
8. The Client understands and agrees that the Inspection Company offers no representation, warranty, guarantee or insurance for the Client or any other person in connection with the inspection report on the future life for systems components and inspected items. The Inspection Company assumes no liability for the cost of repair or replacement of reported or unreported defects or deficiencies either current or arising in the future.
9. The Client understands and agrees that the Inspection Company's liability and the liability of its principals, agents and employees in the event of any loss, damage, error or omission is limited to the fee paid for the inspection and report. This limitation is binding upon Client, its heirs, successors and assigns, and all other parties claiming by or through Client.
10. The Client agrees and understands there is a substantial risk of injury arising out of participation in any inspection and assumes all risk of personal injury, death or property damage arising out of participation in the inspection.
11. The Client agrees that in the event of a claim to submit to Landmark Building Inspection, in written form within 14 days of discovery and access to the premises, any claims or complaints prior to taking any action, and repairs thereupon. Any claims, legal action or proceeding of any kind, whether sounding in tort or contract, against the Inspector/Inspection Company or its officer's agents, or employees, must be brought within six months from the date of inspection or will be deemed waived and forever barred.
12. 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 the inspection report shall be submitted final and binding arbitration under the Rules and Procedures of the Expedited Arbitration Services of Home Inspection Disputes of the Construction Arbitration Services, Inc. The decision shall be final and binding and judgment of the award may be entered any Court of competent jurisdiction.
13. Payment is due in full upon completion of the on site inspection. Client agrees to pay all legal and other expenses incurred by Landmark Building Inspection, Inc. in collecting payment.

Client: _____ Signature: _____ Date: _____

Inspection Company: Landmark Building Inspection, Inc.

Inspector: Chris Kirkman 450.002643 Signature: _____ Date: _____