

J.L. Home Inspection LLC

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**This is intended to be a legal binding contract,
Prior to the inspection please read before signing**

Client(s) Name _____ Inspector License #_450000288 Entity #_451000321

Property Address _____ Age Built _____ Approx. _____ Sq. Ft. _____

Email _____ Time _____ AM _____

Clients Home/ Cell Phone _____ Agent/ Contact _____

Inspection Date _____ Inspection Fee _____ Inspector James Langworthy _____



Scope of the Inspection: The real estate inspection to be performed is a non-invasive physical examination, performed for the fee set forth above, based on a single visit to subject property, designed to identify material defects in the systems, structures, and components of the above referenced primary building and its associated primary parking structure as they exist at the time of inspection. A material defect is a condition that significantly affects the value, desirability, habitability or safety of the building(s). Style or esthetics shall not be considered in determining whether a specific system, structure, and component is defective. The inspection shall be limited to those specific systems, structure, and components that are present and visually accessible. Components and systems shall be operated with normal user controls only and as conditions permit. If said property is a condominium or townhouse the "common areas", and common mechanical systems and utilities are not part of scope.

The inspection will be performed in accordance with the Standards of Practice established by IDFP and NACHI Standards of Practice at the time of this inspection. This inspection is not intended to be technically exhaustive.

The purpose of the Standards of Practice is to establish a minimum and uniform standard for licensed home inspectors, intended to provide the client with information regarding the conditions of the home as inspected at the time of the inspection.

The inspection shall include structural system/foundation, exterior, roof system, plumbing system, electrical system, heating system, cooling system, interior, insulation and ventilation, fireplaces and solid fuel burning appliances which are present and visually accessible at the time of inspection

Inspector shall prepare a written inspection report for the sole use and benefit of client. The inspection report shall describe and identify the inspected systems, structures, and components of the building and shall identify material defects in those systems, structures, and components observed during the inspection. All findings are subject to the conditions at the time of inspection. Client agrees to the entire inspection report when it is received and shall promptly call the Inspector with any questions or concerns client may have regarding the real estate inspection or the inspection report.

Inspector is a home inspection generalist and is not acting as an expert in any craft or trade. The inspection report may contain recommendations for further evaluation by an individual other than Inspector herein who is qualified as an expert or specialist. If Inspector recommends consulting other specialized experts, Client agrees to do so at their own expense.

It is Client's duty and obligation to exercise reasonable care to protect himself or herself regarding the condition of the subject property, including those facts which are known to or within the diligent attention and observation of client.

I have read and agree to the Limitations, Exceptions, and Exclusions: _____ Initials --- Send Agent Copy -- Consent _____

LIMITATIONS, EXCEPTIONS AND EXCLUSIONS:

The report is electronically sent to client, if client prefers a hard copy, the cost is an additional \$40.00

We certify that our inspectors have no interest, present or contemplated, in this property or its improvement and no involvement with trades people or benefits derived from any sales or improvements. To the best of our knowledge and belief, all statements and information in this report are true and correct.

Excluded from this Real Estate Inspection is any system, structure or component of the building which is inaccessible, concealed from view, or can not be inspected do to circumstances beyond the control of the inspector, or which client has agreed is not to be inspected. The following are excluded from the scope of this Real Estate Inspection unless specifically agreed otherwise between JL Home Inspection LLC and Client:

- Determining compliance with installation guidelines, manufactures' specifications, building codes, ordinances, regulations, covenants, or other restrictions, including local interpretation thereof.
- Obtaining or reviewing information from any third parties including, but no limited to: Government Agencies, (such as permits), component or system manufactures (including product defects, recalls or similar notices), contractors, managers, sellers, occupants, neighbors, consultants, homeowner or similar associations, attorneys, agents, or broker.
- Geotechnical, engineering, structural, architectural, geological, hydrological, land surveying or soils related examinations.
- Examinations of conditions related to birds, animals, rodents, insect, wood-destroying insects, organisms, mold, and mildew or the damages caused thereby.
- Certain factors relating to any systems, structures, or components of the building, including, but not limited to: Adequacy, efficiency, durability or remaining useful life, cost repair, replace or operate, fair market value, marketability, quality, or advisability of purchase.
- Environmental hazards or conditions, including but not limited to formaldehyde, asbestos, lead, radon, mold, mercury, carcinogens, toxic, reactive, combustible, corrosive contaminants, wildfire, geologic or flood.
- Dismantling of any system structure or component, or perform any intrusive or destructive examination, test or analysis. No disassembly of equipment, opening of walls, moving of furniture, appliances or stored items, wall hangings, window coverings or excavation was performed.
- Examining or evaluating fire-resistive qualities of any system, structure or component of the building.
- Systems, structures or components of the building which are not permanently installed.
- Systems structures or components not specifically identified in the written inspection report.
- Examining or evaluating the acoustical or other nuisance characteristics of any system structure or component of a building complex, adjoining properties or neighborhood.

- Pools, spas, saunas, steam baths, hot tubs, furnace heat exchangers, humidifiers, dehumidifiers, IAQ systems, fuel tanks, buried or concealed fuel tanks, water softeners, ice makers, fencing, sheds, screening, shutters, awnings, or similar seasonal accessories, recreational facilities and outbuildings are not inspected.
- No inspection of (EIFS) Exterior Insulation Finish Systems
- Operating or evaluating low voltage electrical, antennas, security systems, cable or satellite television, telephone, remote control, radio control, timers, intercoms, computers, photo-electric, motion sensing or other such similar non-primary electrical power device, components or systems.
- Examining or operating any sewage disposal system or well system or component including but not limited to septic tanks and/or any underground systems or portion thereof, or ejector pumps for rain or waste. Water conditioning systems, solar water heaters, fire and lawn sprinkler systems,
- Carpeting, window treatments, central vacuum systems, household appliances, recreational facilities, paint, wallpaper, and other finish treatments are not inspected.
- The temperature calibration, functionality of timers, effectiveness, efficiency and overall performance of appliances is outside the scope of this inspection. Appliances are tested to verify operation only.
- Inspector will not enter a crawl space which has less than 24" clearance between the floor and the bottom of the floor joists.
- Inspector will not light fireplaces or pilot lights. When the home has a gas fireplace, the system should be ready to go for the inspection. This means the seller should have the pilot lit. The inspector will use the normal operating control to start up the unit.

I have read and agree to the Limitations, Exceptions, and Exclusions: _____ Initials

CONFIDENTIAL REPORT: The inspection report to be prepared for client is solely and exclusively for Clients own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to the seller and the real estate agents directly involved in this transaction, but Client and Inspector nor JL Home Inspection LLC do not in any way intend to benefit said seller or the real estate agents directly or indirectly involved through this agreement or the inspection report. CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD INSPECTOR and JL Home Inspection LLC HARMLESS FROM ANY THIRD PARTY CLAIMS ARISING OUT OF CLIENT'S UNAUTHORIZED DISTRIBUTION OF THE INSPECTION REPORT.

SERVERABILITY; Should any provision of this contract be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this contract shall remain in full force and effect, unimpaired by the court's holding.

ARBITRATION; Any dispute concerning the interpretation of this Agreement or arising from this inspection and report, shall be limited to actual damages, or equal to inspection fee payment, whichever is less. Any dispute shall be resolved between the parties by BINDING ARBITRATION conducted in accordance with the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services Inc. The parties hereto shall be entitled to all discovery rights and legal motions as provided in the Illinois Code of Civil Procedure. The arbitrator shall apply the substantive and procedural laws of the State of Illinois to all issues submitted in the arbitration proceeding. The award of the arbitrator shall be final, and a judgment may be entered on it by any court having jurisdiction.

GENERAL PROVISIONS; This inspection contract, the real estate inspection, and the inspection report do not constitute a home warranty, guarantee, or insurance policy of any kind whatsoever. The real estate inspection and inspection report are not a substitute disclosure for real estate transaction which may be required by law.

No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against Inspector/JL Home Inspection LLC, nor it's officers, agents or employees more than ninety days after occupancy or more than one hundred and eighty days after inspection of the subject inspection. Time is expressly of the essence herein. THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW.

In the event Client discovers a material defect or other deficiency that was not identified and reported by Inspector, Client shall so notify Inspector in writing and allow Inspector and/or Inspector's designated representative to re-inspect and document the condition(s) of the defect or deficiency prior to making any repair, alteration, or replacement to said material defect or deficiency.

The written report to be prepared by Inspector/ JL Home Inspection LLC shall be considered the final and exclusive findings of the Inspector regarding the inspection of the property. Client shall not rely on any oral statements made by the inspector prior to the issuance of the written report.

This Agreement shall be binding upon and insure to the benefit of the parties hereto and their heirs, successors and assigns.

This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all the parties hereto. No oral agreements, understandings, or representation shall change, modify, or amend any part of this agreement.


Each party signing this Agreement warrants and represents that he/she has the full capacity and authority to execute this agreement on behalf of the named party. If this Agreement is executed on behalf of Client by any third party, the person executing this agreement expressly represents to the Inspector/ JL Home Inspection LLC that he/she has the full and complete authority to execute this Agreement on Client's behalf and to completely bind Client to all of the terms, conditions, limitations, exceptions and exclusions of this Agreement.

Client acknowledges that they have read and understand all the terms, conditions, and limitations of this contract and voluntarily agrees to be bound thereby and agrees to pay the fee listed above.

LITIGATION; The CLIENT agrees to pay JL Home Inspection LLC a rate of \$150.00 per hour (including travel time) for testimony, deposition, and / or litigation.

Client(s) Signature _____ **Date** _____

Authorized Representative for Client _____ **Date** _____

Inspector _____  _____ **Date** _____