

## HOME INSPECTION AGREEMENT

Name of Customer: \_\_\_\_\_

Address of Customer:

\_\_\_\_\_

\_\_\_\_\_

Address of Property to be inspected, if different from address of Customer:

\_\_\_\_\_

Customer's phone: \_\_\_\_\_ e-mail: \_\_\_\_\_

**General:** In consideration of the fee established pursuant to a separate invoice, **Teague Inspections, Inc.** ("Inspector") agrees to inspect the Property designated above (the "Property") for the purpose of informing the Customer of major deficiencies in the condition of the Property. The inspection is limited to one dwelling and one garage deemed by Inspector to be the primary use, unless otherwise agreed in writing. The inspection and report are performed and prepared for the sole, confidential, and exclusive use of the Customer, although Inspector will release a copy of the report to Customer's realtor at Customer's request. The inspection report is not transferrable to any third party, and only the Customer is entitled to rely on the report and findings therein. All inspections will be conducted by personnel licensed pursuant to the Illinois Home Inspector License Act.

The inspection and written report include and are limited to the following conditions of the Property: structural condition and basement, mechanical items including electrical, plumbing, heating and air conditioning, dishwasher, stove/oven/cook top and/or microwaves included in the purchase of the Property, general exterior including roof, gutters, chimney, drainage and grading, and general interior including ceilings, walls, floors and windows.

The parties agree that the inspection will be limited to readily accessible areas of Customer's building and is limited to visual observations of apparent conditions existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection. Inspector will analyze only conditions at the time of the inspection. Inspector has no responsibility to determine who is responsible for repairs, to determine the life expectancy of components, to give a cost estimate for repairs or predict future conditions of any part of the Property. Recommendations made by the Inspector are opinions and not statements of fact. Some matters discussed during the inspection may not be a part of the report and are only the opinion of the inspector.

Inspector cannot and will not move any furniture or stored items, lift carpeting, remove panels or dismantle any item or equipment, turn on circuit breakers or any utility, light pilot lights, or alter any mechanical or plumbing system from the way it was set up upon Inspector's arrival.

This inspection will not include any condition or damage which is not visible at the time of the inspection, but which was revealed in the course of repair/remodeling work, moving of furniture or stored items, or unplugging of electrical equipment.

Inspections of systems or components, unless otherwise noted, are limited to whether they are operating and functioning normally at time of inspection. Customer acknowledges that after the inspection, any system or component can fail catastrophically and without any warning or indication of impending failure.

Inspector will perform the inspection in accordance with standards set forth in the Illinois Home Inspector License Act and State of Illinois regulations adopted pursuant thereto. The report is not a compliance inspection or certification for past or present government codes or regulations of any kind.

The inspection and report will 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 lead paint, asbestos, natural or propane gas, radon gas (unless otherwise noted), urea formaldehyde, toxic or flammable chemicals, mold, water and airborne hazards. Also excluded are inspections of swimming pools, hot tubs, wells,

septic systems, battery backup systems, security systems, laundry appliances, central vacuum systems, water softeners, fire and safety equipment, underground storage tanks, cistern tanks, refrigerators, trash compactors, whole house generators, low voltage systems, storm windows, fireplace operation and the presence or absence of rodents or insects (unless otherwise noted).

Inspector and its agents assume no liability or responsibility for the cost of repairing or replacing any reported or unreported defects or deficiencies, whether past, current or arising in the future. The inspection and report are not intended to be used as a guarantee or warranty, expressed or implied, regarding the adequacy, performance or conditions of any inspected structure, item or system.

**Amendments:** Inspector shall have five (5) business days to amend any report, including but not limited to correction of unintentional omissions and typographical and other errors.

**Claims.** All claims regarding any alleged errors or deficiencies in the inspection performed by Inspector or in its report shall be made by Customer to Inspector on or before the first anniversary of the initial inspection of the Property. Claims shall be made in writing to Inspector at its regular business address and shall specify the deficiencies complained of. In the event Inspector has re-inspected the Property for the Customer for any reason, the one-year period shall begin to run as of the date of the initial inspection. Inspector shall have no liability for any claims presented more than one year after the date of the initial inspection and any claims made after that date are barred. The liability of Inspector and its agents for any loss or damages resulting from any failure to perform any of its obligations, including but not limited to claims based in negligence, breach of contract, or otherwise, shall be strictly limited to a the amount of the fees paid by Customer to Inspector for the inspection of the Property and Inspector's report. In no event shall Inspector be liable for any damages to persons or property, including consequential or incidental damages or bodily injuries of any nature. In the event of any litigation between Customer and Inspector arising in whole or in part from this agreement and in which Inspector substantially prevails, Inspector shall be entitled to an award of its reasonable attorney's fees, costs and expenses.

**Entire Agreement:** This agreement constitutes the entire agreement between Inspector and the Customer. All statements and representations, made prior to the date hereof are expressly disclaimed. Amendments to this agreement shall only be in writing and signed by both parties. Comments or suggestions made by Inspector or its agents or during the inspection, shall not be considered a part of this Agreement and shall not be relied upon by the Customer unless they are part of the written report.

AGREED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

TEAGUE INSPECTIONS, INC.("Inspector")      CUSTOMER:

By: \_\_\_\_\_  
Mark Teague, Its President

**Customer hereby requests a copy of the report be released to Customer's realtor:**

Yes \_\_\_\_\_      No \_\_\_\_\_  
Initials                  Initials

**THIS AGREEMENT MUST BE SIGNED AND DATED PRIOR TO THE INSPECTION BEING PERFORMED.**