

Ace Inspection Services
1623 Carol Street
Downers Grove, IL. 60515

Home Inspection Agreement

Ace Inspection Services agrees to conduct an inspection for the purpose of informing the Client of major deficiencies in the condition of the property, subject to the UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY below. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the Client.

SCOPE OF THE INSPECTION

This inspection and report is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report which may be in need of immediate major repair. The inspection will be performed in compliance with generally accepted standards of practice, a copy of which is available upon request.

OUTSIDE THE SCOPE OF THE INSPECTION

Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other item that is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection.

Whether or not they are concealed, the following are outside the scope of the inspection:

- Building code or zoning ordinance violations
- Geological stability or soils condition
- Structural stability or engineering analysis
- Termites, pests or other wood destroying organisms (separate report)
- Mold, Asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any environmental hazards (radon separate report)
- Building value appraisal or cost estimates
- Condition of detached buildings
- Pool or spas bodies and underground piping
- Specific components noted as being excluded on the individual systems inspection forms
- Private water or private sewage systems
- Saunas, steam baths, or fixtures and equipment
- Radio-controlled devices, automatic gates, elevators, lifts, dumbwaiters and thermostatic or time clock controls
- Water softener/purifier systems or solar heating systems
- Furnace heat exchangers, security alarms or personal property
- Adequacy or efficiency of any system or component
- Prediction of life expectancy of any item

(Some of the above items may be included in this inspection for additional fees or as a courtesy only - check with your inspector)

Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If your inspector recommends consulting other specialized experts, the client is encouraged to promptly do so. All such consulting of other specialized experts shall be at Client's sole expense.

ARBITRATION

Any controversy or claim arising out of or relating to this contract, including a dispute concerning the interpretation of this contract or a dispute arising from an inspection and report performed under this contract, except one for inspection fee payment, and any controversy or claim arising out of or relating to a breach of this contract, shall be settled by arbitration administered by the American Arbitration Association under its commercial arbitration rules, and judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The parties agree to select a single Arbitrator and every effort will be made to obtain an Arbitrator familiar with the home inspection industry.

SEVERABILITY

Client and **Ace Inspection Services** agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void or unenforceable, the remaining provisions and portions shall remain in full force and effect.

DISPUTES

Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the inspector within ten business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question. The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all reasonable attorney's fees, arbitration and other costs.

UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY

It is understood and agreed that **Ace Inspection Services** is not an insurer and that the inspection and report are not intended or to be construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address. The Client hereby releases and exempts **Ace Inspection Services** and its agents and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage or personal injury of any nature. Inspector's liability for mistakes or omissions in this inspection report is limited to a refund of the fee paid for this inspection and report. The liability of inspector's principals, agents, and employees is also limited to the fee paid. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this inspection and report. This liability limitation is binding on client and Client's spouses, heirs, principals, assigns and anyone else who may otherwise claim through Client. Client assumes the risk of all losses greater than the fee paid for the inspection. Client agrees to immediately accept a refund of the fee as full settlement of any and all claims which may ever arise from this inspection.

I have read, understand and agree to all of the terms and conditions of this contract and agree to pay the fee listed below at the completion of the inspection.

INSPECTION FEE:

CLIENT SIGNATURE:

Mike Krueger
IL. License # 450.001014