

# Focus Home Inspection LLC Pre-Inspection Agreement

Focus Home Inspection, LLC (hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties", understand and voluntarily agree as follows:

1. INSPECTOR agrees to perform a visual inspection of the home/building that includes the exterior, structure, roof, electrical, heating and cooling systems, plumbing, insulation/ventilation, and interior. INSPECTOR agrees to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.

2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the International Association of Certified Home Inspectors (INACHI) which can be found at <http://www.nachi.org/sop.htm> and the Illinois Standards of Practice (section 1410.200) of the Home Inspector License Act which can be found at <http://www.ilga.gov/commission/jcar/admincode/068/068014100C02000R.html> CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. Where the State of Illinois Standards and the INACHI Standards are found to be in conflict, the State of Illinois Standards shall govern.

Systems, components and conditions which are **not** within the scope of the inspection include, but are not limited to: lead paint, asbestos, toxic materials, radon, formaldehyde or other gases, fungi, mold or other environmental and air quality hazards; insects or insect damage: pest infestation; security and fire protection systems or fire sprinkler systems; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational equipment; elevators, lifts and dumbwaiters; underground storage tanks; energy efficiency measurements; concealed or secured systems; wells and well pumps; cisterns, ponds, fountains, water quality or volume; water conditioning equipment; septic systems; heating system accessories; solar heating systems; heat exchangers, sprinkler systems; water softeners; central vacuum systems; telephone, intercom, audio and video systems, computer systems and wiring; antennae; lightning arrestors; trees or plants; pools and spas; EIFS (Synthetic stucco exterior wall covering).

**\*\* All utilities and mechanical equipment must be turned on at the time of inspection or they will not be inspected. \*\***

When only units within a building (condos) or only sections of a building (such as town homes) are inspected, only those visible and readily accessible systems and components that exist within that unit of the building will be inspected. 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. 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 CLIENT to contact a qualified specialist if information, identification or testing of any excluded items is desired at CLIENT'S expense.

3. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.

4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place.

6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification sent by certified mail of adverse conditions within 10 business days after discovery, and (2) No repairs can be made, except for emergencies, prior to a re-inspection by INSPECTOR. Any action must be commenced within 1 year after the date of inspection. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

7. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

8. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

9. Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

**By signing below you acknowledge that you have read and understood the entire pre-inspection agreement, and agree to all of the terms and conditions therein, and authorize FOCUS HOME INSPECTION LLC to complete a "generalist" inspection of the property.**

Date: \_\_\_\_\_

Client or Representative: \_\_\_\_\_ Signature: \_\_\_\_\_  
(PLEASE PRINT LEGIBILITY)

Client's Email Address: \_\_\_\_\_ Client's Phone #: \_\_\_\_\_

Client's Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Inspection Company: Focus Home Inspection LLC  
Inspector: Thomas J. Palma  
IL License No. 450.003445 Expires 11/30/2018

Signature: \_\_\_\_\_ Date: \_\_\_\_\_