

# Property Guidance Inspection LLC

805 Lake St #274 Oak Park IL 60301

## INSPECTION AGREEMENT

THIS AGREEMENT is made and entered into by and between **PROPERTY GUIDANCE INSPECTION** referred to as "PGI", an Illinois Corporation, (Illinois License #451.001176), and the "Client".

**In consideration of the promise and terms of this Agreement, the parties agree as follows:**

PGI will perform a visual home inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the Property. Latent and concealed defects that could only be found through invasive or destructive means are excluded from the inspection. This inspection pertains only to conditions as existing at time of inspection. PGI is not an insurer against any future changes of condition.

The parties agree that the "Standards of Practice" (the Standards), as defined by the Illinois Department of Financial and Professional Regulation, shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and incorporated by reference herein. Specific systems covered under this inspection are: roof, exterior wall coverings, grading drainage and vegetation against structure, plumbing, electrical, heating and cooling, fireplaces and solid fuel burning appliances, interiors, foundation and structure, insulation and ventilation, and major household appliances.

**PGI MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT OR SYSTEM.**

Systems, components, and conditions which are not within the scope of this home inspection include, but are not limited to: radon, lead paint, asbestos, other environmental hazards, pest infestation, security and fire protection systems, treatments to windows, interior walls, ceilings and floors (wallpaper, paint, carpet, floor tile, blinds and drapery), recreational equipment or facilities, private well and septic systems, solar heating systems, sprinkler systems, fences and gates, water treatment systems, telephone, intercom, cable TV or electronic cabling systems, antennae, lighting arrestors, electric generators, hot tubs, steam baths/showers, swimming pools, barbecues, or engineering survey of geological conditions. Client understands that these conditions, systems and related components are exempt from this inspection. Any general verbal discussions about these systems, components and conditions are only informal and are not to be relied upon by Client. Any observations made of the possible presence of mold, asbestos or insect infestations are provided as a courtesy and are outside the scope of this inspection. Client understands that follow up evaluations on such referenced conditions should be made by qualified contractors performing inspections and corrections within the scope of those conditions.

The inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not the party to this Agreement, makes any claim against PGI, its employees or agents, arising out of the services performed by PGI under this Agreement, the Client agrees to indemnify, defend and hold harmless PGI from any and all damages, expenses, costs and attorney fees arising from such a claim.

The information provided in this report is based upon the opinion and conviction of the inspector. The report should not be considered to be an all-inclusive list of conditions in the home, some of which could be not visible to the inspector, nor is the inspection intended to eliminate all risk on the client's behalf. The report shall not be considered to be a compliance inspection or certification for past or present governmental code or zoning regulations of any kind. This report, in its entirety, consists of the Residential Property Report and the Inspection Agreement.

Client shall provide PGI with the opportunity to inspect the Property prior to commencing any repairs on conditions for which Client maintains PGI failed to identify. If any such repairs or other work is commenced without giving PGI the required notice, PGI will have no liability to the Client.

Due to the nature of the services we are providing, it is difficult to foresee or determine (at the time this Agreement is formed) potential damages in the event of negligence or breach of this Agreement by us. Thus, if we fail to perform the Services as provided herein or are careless or negligent in the performance of the Services and/or preparing the Report, our liability for any and all claims related thereto is limited to the fee paid for the Services and you release us from any and all additional liability, whether based on contract, tort, or any other legal theory. There will be no recovery for consequential damages. You understand that the performance of the Services without this limitation of liability would be more technically exhaustive, likely require specialties, and would cost substantially more than the fee paid for this limited visual inspection. You understand that you are free to consult with another professional if you do not agree with this provision.

In providing the property inspection and inspection report, information about the client, inspector, real estate professional, and property will be collected and input into HomeGauge inspection software and services, which inspector uses to produce the inspection report. This information may include personally-identifiable information about the client, inspector and real estate professional. This information may subsequently be used by the provider of HomeGauge, as set out in the HomeGauge Privacy Policy found at <https://www.HomeGauge.com/privacy.html>.

Any dispute, controversy, interpretation, or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misinterpretation arising out of, from or related to, this contract or arising out of, from or related to the inspection of inspection report shall be submitted first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those so stated please submit your recommendation to us for our consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and the enforcement of the Arbitration Award may be entered into any court or administrative tribunal having jurisdiction thereof.

NOTICE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH MEDIATION AND BINDING ARBITRATION.

Any arbitration or legal action must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred. This agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event that any of the individual paragraphs of this agreement are declared to be unenforceable, the remaining provisions shall remain in full force and effect. This agreement contains the entire agreement between the parties. Any modifications thereto must be in writing and signed by all the parties hereto.

The Client will pay PGI the sum of \$ \_\_\_\_\_ for the inspection of the "Property", being the residence, and garage or carport, if applicable, located at:

PROPERTY  
ADDRESS:

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**CLIENT HAS READ THIS ENTIRE AGREEMENT AND ACCEPTS AND UNDERSTANDS IT AS HEREBY ACKNOWLEDGED.**

Client's Signature: \_\_\_\_\_, Date: \_\_\_\_\_

Inspector's Signature: \_\_\_\_\_, Date: \_\_\_\_\_

Phil Gould, IL License: 450.003759; 805 Lake St #274 Oak Park IL 60301