



## Residential Real Estate Inspection Agreement

Condo Home Inspections LLC doing business as CH Inspections will conduct a visual inspection of the subject property and prepare a written inspection report of the apparent condition of the accessible installed systems and components existing at the time of the inspection. We agree that the current Standards of Practice of the Illinois Division or Professional Regulation (Standards) shall define the standard of duty and conditions, limitations and exclusions of the inspection and are expressly incorporated herein by reference. We will also adhere to the Standards of Practice of the National Association of Certified Home Inspectors. This Home Inspection is subject to the following terms and conditions.

**This inspection does not constitute a warranty, guarantee or insurance policy of any kind. Inspector makes no warranty, expressed or implied, as to the merchantability, fitness for use, condition, performance, life expectancy or adequacy of any inspected structure, item, component or system.**

Client Name: \_\_\_\_\_  
Subject Property: \_\_\_\_\_  
Inspection Date: \_\_\_\_\_

Services Contracted:	Fee:
<input type="checkbox"/> Home Inspection Single Family Home	\$ _____
<input type="checkbox"/> Condominium Inspection	\$ _____
<input type="checkbox"/> Multi Unit Inspection	\$ _____
<input type="checkbox"/> Commercial Inspection	\$ _____
<input type="checkbox"/> Water Testing	\$ _____
<input type="checkbox"/> Mold Testing	\$ _____
<input type="checkbox"/> Radon Testing	\$ _____
<input type="checkbox"/> Air Quality Survey	\$ _____
<input type="checkbox"/> Other	\$ _____

This is an Agreement between you, the undersigned Client, and us, the Inspector, pertaining to our inspection of the property and the address listed above under subject property. The terms below govern this Agreement.

### 1. General Agreements:

- 1.1 The fee for our inspection listed above is payable in full at a time before or during the inspection.
- 1.2 We will perform a visual inspection of the home/building and provide you with a written report identifying the defects that we (1) observed and (2) deemed material. The report is only supplementary to the seller's disclosure.
- 1.3 Unless otherwise noted in this Agreement or not possible, we will perform the inspection in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors ("InterNACHI"), posted at [www.nachi.org/sop](http://www.nachi.org/sop). You understand that the InterNACHI's SOP contains limitations, exceptions and exclusions. You understand that InterNACHI is not a party to this Agreement, has no control over us, and does not employ or supervise us.
- 1.4 Your jurisdiction is also subject to the Standards of Practice of the Illinois Division of Professional Regulation, and we will perform the inspection in accordance with your jurisdiction standards.
- 1.5 We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located.

### 2. Inspection Limitations:

2.1 The inspection will be visual in nature. The inspector cannot examine what cannot be seen. We do not remove floor, wall or ceiling coverings, move furniture or debris, open walls or perform any type of destructive testing of systems or exposed surfaces nor do we dismantle equipment. We do not inspect, comment on and/or test underground or concealed pipes or underground or concealed electrical lines or circuits or underground storage tanks. Because this inspection visual and non-invasive, concealed items or components may remain undetected during the inspection. Client agrees to assume all risk for system or component conditions that are concealed from view, inaccessible to the Inspector at the time of the inspection, unsafe and or/ substantially deficient at the time of the inspection. Because this is a visual and non-invasive inspection of accessible areas only, any area not readily accessible or visible because of, but not limited to, soil or vegetation, walls, floors, carpets, ceilings, furnishings, debris or personal belongings, water, ice or snow or any conditions that would endanger the inspector or potentially cause damage to the subject property or any of its systems or components are excluded from the agreed upon inspection.

NOTE: We will be happy to return and inspect any area made visible by the client or the homeowner or changing weather conditions. This additional service may involve an additional fee.

2.2 The following limited are applied to the scope of the inspection – The following are excluded from this inspection: Sewer lines and/or site waste disposal systems; water softeners; any and all low voltage wiring system and components; lightning arrestors; any timing systems; water purification systems; well systems (other than above ground components); solar heating or cooling systems; swimming pools; spas; fencing; playground or sports equipment; underground sprinkler systems; back flushing equipment; instant water heater devices; pressure tests on central air conditioning systems; furnace heat exchangers; radiant heating systems; appliances and any other personal property and other items listed as exclusions in the Agreement. We do not address conditions relating to animals, pests, or rodents. Cosmetic features are excluded, including without limitation, paint, wall coverings, carpeting, flooring, paneling, lawn and landscaping. **We are not allowed to light pilot lights or activate any major system that is shut down at the time of the inspection.**

2.3 Unless otherwise indicated in writing, we will not test for the presence of radon, a harmful gas. Unless otherwise indicated in writing, we will not test for mold. Unless otherwise indicated in writing, we will not test for compliance with applicable building codes or for the presence of or for any potential dangers arising from the presence of asbestos, lead, paint, soil contamination, or other environmental hazards or violations. If any structure you want us to inspect is a log structure or includes log construction, you understand that such structures have unique characteristics that may make it impossible for us to inspect and evaluate them. Therefore, the scope of our inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.

2.4 Code Compliance, Manufacture's Specifications, Valuation, Regulations – We will not investigate nor give any opinion concerning easements, conditions of title, zoning matters, building codes or standards or property measurements and value appraisals. There are thousands of building codes and manufacturer's specifications, and they change frequently and are frequently subject to contradiction and individual interpretation. Because of this we do not give any opinion concerning compliance of the subject property's improvements with any governmental building code requirements. You should contact the appropriate governmental agencies should you wish such information.

2.5 Product Defects and Environmental Hazards – Our inspection is neither a chemical analysis nor a search for defective products or environmental hazards. Materials regularly used in residential construction may contain potentially hazardous substances such as asbestos, lead and formaldehyde.

2.6 Other Exclusions: The following special tests and samples are specifically excluded from our standard inspections. They may be contracted or subcontracted at an additional charge and are subject to a separate agreement of terms and conditions.

- Radon Gas Testing
- Mold Inspection/Testing or Sampling
- Wood Destroying Insect Inspections
- Water Analysis
- Lead Based Paint Screening

**3. Liability Limitations**

3.1 Our inspection and report are for your use only. You must give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties if you choose to do so in writing. You will be the sole owner of the report and all rights to it. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who the sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and report are in no way a guarantee or warranty, expressed or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, expressed or implied, to the fullest extent allowed by law.

3.2 We assume no liability for the cost of repair or replacement of unreported defects or deficiencies, either current or arising in the future or any property damage, consequential damage or personal injury of any nature. We agree that sole remedies for any deficiency in the performance of CH Inspections are, as appropriate, a re-inspection at no additional charge or a refund of the inspection fee. In the event of a claim by the Client that an installed system or component of the Subject Property that was inspected was not in the condition reported by the Inspector, or was improperly left unreported, the Client agrees to notify CH Inspections, in writing, at least 7 business days prior to repairing or replacing such system or component. If repair or replacement is done without giving the Inspector the required notice and opportunity and opportunity to re-inspect such system or component, CH Inspections shall have no liability to the Client. In the event you have a complaint about our services or the Inspection Report or you feel there is an error or omission in the performance of those services, you agree to, within 7 business days, notify CH Inspections, in writing of your complaint to provide us with a reasonable opportunity to review the issue. Altering or repairing any item without giving us notice and a reasonable opportunity to investigate your claim (except for an emergency) will waive any claim you may have against us.

3.3 If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of your claim within 7 days of discovery, in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability.

3.4 You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business. If you fail to provide any claim against us, you agree to pay all our legal costs, expenses and attorney’s fees incurred in defending that claim. You agree that the exclusive venue for any legal action against InterNACHI itself, allegedly arising out of this Agreement or our membership in InterNACHI, will be in Boulder County, Colorado. Before bringing any such action, you must provide InterNACHI with 30 day’s written notice of the nature of the claim, in sufficient detail and with sufficient supporting documents that InterNACHI can evaluate it. In any action against us or InterNACHI, you waive trial by jury.

**4. Dispute Resolution**

4.1 Both parties agree that every dispute between us, except those for non-payment of fees, that in any way, directly or indirectly, arise out of or relate to this Agreement, or to the interpretation of this agreement, the scope of services provided to you, the Inspection Report or any and all other matters involving the services we perform, shall be submitted to binding arbitration under the construction industry rules of the American Arbitration Association, except for the procedure of selecting the arbitrator. The parties shall mutually appoint an arbitrator familiar with both the professional home inspection industry and the State of Illinois Home Inspector licensing provisions and the Standards of Practice for Home Inspection. If the Parties cannot agree on an arbitrator, each party shall designate a representative, who, together, shall mutually appoint an arbitrator. The arbitration decision shall be binding on all parties and judgement upon the award may be entered in any court having jurisdiction.

**5. Miscellaneous Agreements:**

5.1 If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of the inspection.

5.2 If a court finds any term in this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this.

5.3 Past – due fees for your inspection shall accrue interest at 10% per year. You agree to pay all costs and attorneys’ fees we incur in collecting the fees owed to us. If the client is a corporation, LLC, or similar entity, you personally guarantee payment for the fee.

5.4 If you request a re-inspection, the re-inspection is subject to the terms out of this Agreement.

5.5 You may not assign this Agreement.

5.6 If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.

5.7 Amendments – No amendment or alteration of this Agreement shall be valid unless in writing and signed by the parties.

5.8 If you would like a large print version of this Agreement before signing it, you may request one by emailing us.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

---

CLIENT SIGNATURE

DATE

---

JULIO CESAR PATINO PACHECO  
Illinois Home Inspector License Number 450.012079  
Expiration 11/30/2024

DATE

**Authorization to Release Information:**

I hereby authorize the release of the Inspection Report to:

---

Client’s Signature