Decker
Home Services, LLC

Complete Home Inspection Services

Residential Real Estate Inspection Agreement.

This Agreement Limits Our Liability. Please Read It Carefully and Ask About Anything You Do Not Understand.

Decker Home Services, LLC 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 this 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: _____

_____

_____

Accept:			Fee:
____	General Home Inspection (Single Family Home)		$ _____
____	Condominium Unit Inspection	(B)	$ _____
____	Builders Warranty Inspection		$ _____
____	New Construction Inspection		$ _____
____	Consultation		$ _____
____	Transition Inspection		$ _____
____	Other _____		$ _____

_____ **LIMITED LIABILITY -** We agree that Decker Home Services, LLC, its employees, agents and subcontractors assume no liability for the costs of repairing or replacing any 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 Decker Home Services, LLC 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 Decker Home Services, LLC, in writing, at least 5 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 to re-inspect such system or component, Decker Home Services LLC shall have no liability to the Client.

NOTICE TO Decker Home Services, LLC - In the event you have any 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 5 days, notify **Decker Home Services, LLC**, in writing of your complaint so as to provide **Decker Home Services, LLC**. a reasonable opportunity to review the issue if we feel you have a legitimate complaint. **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.**

_____ **Dispute Resolution -** Each of us agrees 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 Inspections. 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 judgment upon the award may be entered in any court having jurisdiction.

Severability - The partial or complete invalidity of any provision of this Agreement shall not affect the validity or continuing force and effect of any other provision and all such unaffected provisions shall remain in full force and effect.

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

Entire Agreement - This agreement - **BOTH FRONT AND BACK** - contains the entire agreement between the parties hereto, and there are no other representations, warranties or commitments, except as are specifically set forth in this document. This document supercedes any and all representations or discussions, whether oral or written, if any, among the parties related to the subject matter of this Agreement. This agreement may be modified, altered or amended only in writing and when signed by both parties hereto.

Confidentiality of the Report - If this inspection is performed in connection with the construction, sale, purchase, exchange, transfer or builder's warranty of the subject property, both parties agree:

- That the Inspection Report will be for the Client's sole information and benefit, and that no one else may rely on it.
- That you agree and we do not intend for anyone but you to benefit, directly or indirectly, from this Agreement, the Inspection or the Inspection Report. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM ANY CLAIMS CAUSED BY YOUR UNAUTHORIZED DISTRIBUTION OF THE INSPECTION REPORT. WE AGREE TO INDEMNIFY, DEFEND AND HOLD YOU HARMLESS FROM ANY CLAIMS CAUSED BY OUR UNAUTHORIZED DISTRIBUTION OF THE INSPECTION REPORT.

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General Exclusions

Visual Only - *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 is 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 SPECIFICALLY EXCLUDED IN THIS 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.

Limited Scope of 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 heating 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 Specific 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**.

_____ **Mold Testing and/or Analysis are specifically excluded from this report. WE URGE YOU TO GET A SEPARATE MOLD INSPECTION BY A QUALIFIED MIRCOBIOLOGIST OR LICENSED INDUSTRIAL HYGIENIST IF YOU HAVE ANY CONCERNS ABOUT THIS MATTER.**

Code Compliance, Manufacturer'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.

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.

Other Exclusions

THE FOLLOWING ARE ALSO SPECIFICALLY EXCLUDED FROM THE "GENERAL INSPECTION". IF YOU WISH US TO PERFORM ANY OF THESE SERVICES YOU MUST SPECIFICALLY REQUEST THEM, IN WRITING, WHICH MAY INCLUDE AN ADDITIONAL FEE

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

NOTE: Unless otherwise expressly contracted for, in writing, the inspection of Condominiums and Town Houses are for the interior of the units only. Common elements, exterior walls, roofs, etc. are not inspected or commented upon.

This inspection does not constitute a warranty, an insurance policy or a guarantee of any kind. The Inspection Report reflects visual, non-invasive and non-technically exhaustive observations of certain listed systems and components of the subject property AS OF THE DATE, TIME AND CONDITIONS WHEN THE INSPECTION IS PERFORMED and is not a listing of repairs to be made.

I have read and understand the general and specific exclusions listed above and on the reverse and agree to them.

Client's Signature: _____ Date: _____/_____/_____

I hereby authorize the release of the Inspection Report to _____

Client's Signature: _____ _____