

John Sclafani
Home Inspector
State of Illinois Licensed Home Inspector # 450011834

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RESIDENTIAL REAL ESTATE INSPECTION AGREEMENT

John Sclafani shall 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. Client and John Sclafani agree that the current Standards of Practice of the Illinois Division of Professional Regulation (Standards) shall define the standard of duty and conditions, limitations and exclusions of this inspection and are expressly incorporated herein by reference. The Standards can be found online at this website address:

<http://www.ilga.gov/commission/jcar/admincode/068/068014100C02000R.html>

John Sclafani and Client shall also adhere to the Standards of Practice (SOP) of the National Association of Certified Home Inspectors (NACHI). 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. The SOP for NACHI can be found online at this website address:

<https://www.nachi.org/sop.htm>

Client Name (a.k.a "Client"): _____

Client Phone: _____ Client email: _____

Subject Property: _____

Accept:	Fee:
___ General Home Inspection (Single Family Home)	\$ _____
___ Condominium Unit Inspection or Townhome	\$ _____
___ Builders Warranty Inspection	\$ _____
___ New Construction Inspection	\$ _____
___ Consultation	\$ _____
___ Other _____	\$ _____

LIMITED LIABILITY – Client agrees that John Sclafani, 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. John Sclafani and Client agree that sole remedies for any deficiency in the performance of John Sclafani 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 John Sclafani, or was improperly left unreported, the Client agrees to notify John Sclafani, in writing, at least 5 business days prior to repairing or replacing such system or component for re-inspection. If repair or replacement is done without giving John Sclafani the required notice and opportunity to re-inspect such system or component, John Sclafani shall have no liability to the Client.

NOTICE TO John Sclafani - In the event the Client has any complaint about Inspection services or the Inspection Report or Client feels there is an error or omission in the performance of those services, Client agrees to, within 5 business days, notify John Sclafani in writing of Client's complaint so as to provide John Sclafani a reasonable opportunity to review the issue. Altering or repairing any item without giving John Sclafani notice and a reasonable opportunity to investigate Client's claim (except for an emergency) shall waive any claim Client may have against John Sclafani.

Initials: _____

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Dispute Resolution – John Sclafani and Client agree that every dispute, 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 Client, the Inspection Report or any and all other matters involving the services John Sclafani performs, shall be submitted to binding arbitration under the construction industry rules of the American Arbitration Association, except for the procedure of selecting the arbitrator. John Sclafani and the Client 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 John Sclafani and the Client 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 John Sclafani and the Client 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 John Sclafani and the Client. **Entire Agreement** - This agreement - BOTH FRONT AND BACK - contains the entire agreement between the hereto, and there are no other representations, warranties or commitments, except as are specifically set forth in this document. **John Sclafani and the Client.** This document supersedes any and all representations or discussions, whether oral or written, if any, among the John Sclafani and the Client related to the subject matter of this Agreement. This agreement may be modified, altered or amended only in writing and when signed by both John Sclafani and the Client 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 John Sclafani and the Client agree: ♦ That the Inspection Report shall be for the Client's sole information and benefit, and that no one else may rely on it. ♦ The Client and John Sclafani agree that we do not intend for anyone but the Client to benefit, directly or indirectly, from this Agreement, the Inspection or the Inspection Report. The Client AGREES TO INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM ANY CLAIMS CAUSED BY UNAUTHORIZED DISTRIBUTION OF THE INSPECTION REPORT. JOHN SCLAFANI AND CLIENT AGREE TO INDEMNIFY, DEFEND AND HOLD YOU HARMLESS FROM ANY CLAIMS CAUSED BY OUR UNAUTHORIZED DISTRIBUTION OF THE INSPECTION REPORT.

General Exclusions Visual Only – John Sclafani cannot examine what cannot be seen. John Sclafani does 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. John Sclafani does 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: John Sclafani 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; 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; laundry washers and dryers, appliances and any other personal property and other items listed as Specific

Exclusions in the Agreement. John Sclafani does 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. John Sclafani shall not 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. John Sclafani URGES YOU TO GET A SEPARATE MOLD INSPECTION BY A QUALIFIED MIRCROBIOLOGIST OR LICENSED INDUSTRIAL HYGIENIST IF YOU, THE CLIENT, HAVE ANY CONCERNS ABOUT THIS MATTER.

Asbestos Analysis and/or Testing are specifically excluded from this report. John Sclafani URGES YOU TO GET A SEPARATE INSPECTION BY A QUALIFIED AND/OR LICENSED PROFESSIONAL if you, the client, have any concerns about this matter

Code Compliance, Manufacturer's Specifications, Valuation, Regulations -John Sclafani shall 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 many building codes and manufacturer's specifications and they change frequently and are frequently subject to contradiction and individual interpretation. Because of this John Sclafani does not give any opinion concerning compliance of the subject property's improvements with any governmental building AND/OR Municipality code requirements. You should contact the appropriate governmental agencies should you wish such information. **Product defects and Environmental Hazards** – John Sclafani’s 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 TO HAVE ANY OF THESE SERVICES YOU, the client, MUST HAVE A SEPARATE INSPECTION DONE BY A QUALIFIED INSPECTOR ♦ Radon Gas Testing ♦ Mold Inspections ♦ Mold Sampling ♦ Mold Testing ♦ Wood Destroying Insect Inspections ♦ Water Analysis ♦ Lead Based Paint Screening ♦ Asbestos

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.

THIS AGREEMENT AND THE NOTES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAW OF THE STATE OF ILLINOIS.

John Sclafani and Client have read and understand this entire Agreement and the general and specific exclusions listed above and on the reverse and agree to this Residential Real Estate Inspection Agreement. Client also hereby authorizes the release of the Inspection Report to: _____

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

Date: ____/____/____

Home Inspector

Initials: ____