

**Albright Inspections**  
730 Lenox Ave. Bolingbrook, IL 60490  
Office: (708) 906-0123  
License #0450.003453

Date: \_\_\_\_\_ Report #: \_\_\_\_\_

**THIS DOCUMENT, WHEN SIGNED, IS A LEGALLY BINDING CONTRACT. PLEASE READ CAREFULLY.**

Client(s): \_\_\_\_\_ SUBJECT PROPERTY  
Address: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
City/ST/Zip: \_\_\_\_\_ CITY/ST/ZIP: \_\_\_\_\_

I/We (Client) hereby request a limited visual inspection of the residence and garage or carport, if applicable ("property") at the above address, to be conducted by Albright Home Inspection, Inc. ("Inspector"), for my/our sole use and benefit. I/We warrant that I/We will read the following agreement carefully. I/We understand that I/We are bound by all the terms of this contract. I/We further warrant that I/We will read the entire inspection report when I/We receive it and promptly call Inspector with any questions I/We may have. Initial here: \_\_\_\_\_

STANDARD INSPECTION AGREEMENT

**PURPOSE:** The Inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the Property at the time of the inspection. This inspection does not include any destructive testing or dismantling. Latent and concealed defects and deficiencies are excluded from the inspection. Client agrees to assume all the risk for all conditions which are concealed from view at the time of inspection.

**STANDARDS:** The parties agree that the State of Illinois Standards of Practice and the American Society of Home Inspectors, Inc. (ASHI) "Standards of Practice" ("Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and is incorporated by reference herein. A copy of the Standards can be made available to the client upon request. The client understands that the Inspector is a Generalist, that the Generalist-type inspection and report is an unbiased opinion based on the experience of the individual Generalist Inspector, and that the Inspector is not an expert in every craft or profession. If the Inspector recommends consulting other Specialist, the Clients must do so at their own expense.

**SCOPE OF THE INSPECTION:** The Property Inspection to be performed for Client is a non-invasive physical examination, performed for the fee set forth below, designed to identify material defects in the systems, structures, and components of the above-referenced primary building and it's associated primary parking structure as they exist at the time of inspection. A material defect is a condition determining whether a specific system, structure, or component is defective. The inspection shall be limited to those specific systems, structures, and components that are present and visually accessible. Components and systems shall be operated with normal user controls only and as conditions permit.

The systems to be inspected include the following systems and their related components as listed in the State of Illinois Notice of Emergency Rules, Section 1410.200 pertaining to the Home Inspector License Act [225 ILCS 441]: the exterior, the roof system, the structural system/foundation, the plumbing system, the electrical system, the heating system, cooling system, the interior, the insulation and ventilation, fireplaces and solid fuel burning appliances and the chimneys. Limitations or exclusions of these systems and/or components from this report are listed below, or in the body of the report with a reason they were not inspected. When only units within a building (a.k.a. condos) or only sections of a building (a.k.a. town homes, coach homes, minor homes, et. al.) are inspected, only those visible and readily accessible systems and components that exist within that portion of the building are inspected.

This inspection is not intended to be technically exhaustive. Inspection shall prepare a written inspection report for the sole use and benefit of Client. The inspection report shall describe and identify the inspected systems, structures, and components of the building and shall identify material defects in those systems, structures, and components observed during the inspection. Client agrees to read the entire inspection report when it is received and shall promptly call the inspector with any questions or concerns Client may have regarding the Property inspection or inspection report.

I/We have read and agree to the scope of the inspection: **X** \_\_\_\_\_

**LIMITATIONS, EXCEPTIONS, AND EXCLUSIONS:** Excluded from this property inspection is any system, structure, or component of the building which is inaccessible, concealed from view, or cannot be inspected due to circumstances beyond the control of inspector, or which Client has agreed to not be inspected as noted below:

\_\_\_\_\_  
\_\_\_\_\_

Client(s) \_\_\_\_\_

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The following additional systems and/or components are designated as excluded from this inspection and report prior to beginning the inspection:

Fuel storage equipment, lawn sprinkler systems and associated equipment, fire sprinkler systems and associated equipment, attached exterior barbecue equipment and fuel lines, fountains, ponds, exterior fire pits or fireplaces, exterior lights on photo or movement sensors, low voltage interior and/or exterior lighting, door bells, air quality testing, mold sampling, water quality testing, radon, formaldehyde, the presence of lead, asbestos, toxic or flammable materials, other environmental hazards; electro-magnetic fields, pest infestation ("pest" is defined as insects and vermin, including but not limited to: termites, carpenter ants, ants, spiders, mice, rats, raccoons, squirrels, and birds); underground utilities, personal property,; fencing and playground equipment; detached buildings' alarm systems, security and fire protection systems; household appliances; kitchen and laundry appliances (if listed in the inspection report, checked for general functionality only), any decorative items including paint, wallpaper, window treatments, floor coverings, wall coverings, interior doors, walls, ceilings and floors; recreational equipment or facilities; pools - above or below grade; elevators and dumbwaiters, underground storage tanks, energy efficiency measurements; concealed or private secured systems; water wells; septic systems and associated equipment, radiant heating systems, heating systems accessories; solar heating, cooling systems,; antennae, satellite dishes, lighting arrestors, trees or plants; governing codes, ordinances, statutes and covenants. Product recall information is also excluded from this report but may be available at the Consumer Product Safety Commission's (CPSC) website, or by contacting the CPSC or the product's manufacturer. Client understands that these systems are not included in this inspection. All inspections cover the same essential elements. In some cases, however, when the client has requested additional information regarding a component or system in the home for their specific purposes - at the Inspector's discretion, the Inspector may add additional services to the 'standard' service, which the Inspector always performs.

The inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental or non-governmental codes or regulations of any kinds. Additional terms, conditions, and limitations are listed below. I/We also agree, if upon the Inspector's review of said report, modifications are required to the contents of the report, the Inspector is allowed to make such changes to the report within two (2) days of the date on this agreement.

Because the inspection is primarily visual in nature, certain concealed items or components may remain undetected during inspection. Clients agree to assume the risk for system or component conditions, which are: concealed from view, inaccessible by the Inspector at the time of the inspection, unsafe, and/or significantly deficient at the time of the inspection. Any area system or component which is not exposed to view is concealed, or is inaccessible because of, but not limited to: soil, vegetation, water, ice, or snow, components of construction; furnishings and personal effects; a hazard to the Inspector of the property; or obstruction by any other thing is not included in the inspection.

The inspection and report are performed and prepared for the sole and exclusive use and possession of the Client ONLY. No other person or entity may rely on the report issued pursuant to the Agreement (See THIRD PARTIES below for more information). The parties understand and agree that the Inspector and its employees and its agents assume no liability or responsibility 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 bodily injury of any nature.

**DISPUTES AND ARBITRATION:** In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. If the repair or replacement is done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The Client further agrees that the Inspector is liable only up to the cost of the inspection and only if there has been a complete failure to follow the Standards. The Client agrees to notify the Inspector by certified mail within one (1) year of the inspection date below, of any claims of discrepancies relating to the inspection or the report. Furthermore, any legal action must be brought within eighteen (18) months from the date of the inspection or will be deemed waived and forever barred.

In the event of a dispute, both parties agree to binding arbitration in accordance with the rules of the American Arbitration Association. Arbitration is to be conducted by a local full time inspector with a minimum of six (6) years experience as a building inspector and who is licensed by the State of Illinois to perform home inspections, and whose license is in good standing with the State of Illinois. A good faith effort to select such an arbitrator must be accomplished in one (1) month's time. If the parties are unable to agree upon an arbitrator, they will submit the dispute to the American Arbitration Association. The accepted standard against which Standard inspections will be judged will be the "Standards of Practice" as published by the American Society of Home Inspectors, Inc. All Standard inspections will be judged against the performance of a reasonable fair and diligent inspection and not against results, events, or occurrences. Disputes settled without favor to the Client will mandate payment by Client of re-inspection fees, all attorney's fees, arbitrators' fees, legal expenses and costs incurred by the Inspector in defense of the claim. This liability limitation is binding on Clients and Client's spouses, heirs, principals, assigns, and anyone else who may otherwise claim through the Client.

**THIRD PARTIES:** This contract, inspection, and inspection report are intended only for the Client's benefit. The Client hereby gives permission for one (1) copy of the report to be given to:

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\_\_\_\_\_

Client(s) \_\_\_\_\_ Report # \_\_\_\_\_

**LIMITS OF LIABILITY:** The client agrees to protect, indemnify, defend, and release Albright Inspections (IL Home Inspector Entity License #0450.003453) and/or James Albright (IL Home Inspector License# 0450.003453) from liability against all third party claims or losses (including costs and reasonable attorneys fees) brought against Albright Inspections and/or James Albright which relates to this contract, the inspection, or the inspection report. This indemnification covers without limitation: claims brought by a person or entity not a party to this contract, claims brought by Client's insurance company, claims brought by real estate agents or brokers, claims by the sellers of the Property, including cross claims for contribution and indemnification. It also includes claims arising under contract, warranty, negligence, gross negligence, or any other theory of liability.

Inspector's liability for mistakes or omissions in this inspection report is limited to a refund of the fee paid for this inspection and report. The liability of inspector's principals, agents, and employees is also limited to the fee paid. Client assumes the risk of all losses greater than the fee paid for the inspection. Client agrees to immediately accept a refund of the fee as full settlement of any and all claims which may ever arise from this inspection.

**SEVERABILITY:** Client and inspector agree that should a Court of Competent Jurisdiction determine and declare that any Portion of this contract is void, voidable, or unenforceable, the remaining Provisions and Portions shall remain in full force and effect.

**I/WE HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREE TO PAY THE FEE LISTED BELOW.**

INSPECTION FEE: \_\_\_\_\_  
ADDITIONAL SERVICES: \_\_\_\_\_  
TOTAL DUE: \_\_\_\_\_  
AMOUNT PAID: \_\_\_\_\_  
BALANCE DUE: \_\_\_\_\_

Please initial:

X \_\_\_\_\_ Date: \_\_\_\_\_  
Client

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

Client

X \_\_\_\_\_ Date: \_\_\_\_\_  
James E. Albright Home Inspector License # 0450.003453