

Morgan Home Inspection, LLC Pre-Inspection Agreement

Date of Inspection: _____

THIS AGREEMENT is made and entered into by and between Morgan Home Inspection LLC referred to as "Inspector", and _____, referred to as "Client".

This inspection agreement contains the limitations on the scope of the inspection, remedies and liability. By signing below, Client represents and warrants that he/she/they have read the entirety of this agreement. In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The client will pay the sum of \$_____ for the inspection of the "Property", being the residence, and garage or carport, if applicable, located at _____. Payment shall be due in full at the time of the inspection.
2. 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 existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection. The inspection shall also exclude any destructive testing or the dismantling or moving of any objects or portion of the premises.
3. The parties agree that the ASHI "Standards of Practice" (the "Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. If the State of Illinois imposes more stringent standards or administrative rule, then those standards shall define the standard of duty and the conditions, limitations, and exclusions of the inspection.
4. The parties agree and understand 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. If repairs or replacement are done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The Client further agrees that the Client's exclusive remedy at law or in equity is limited to the cost of the inspection fee. Client hereby acknowledges this limitation of liability.
5. The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.
6. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.
7. This Agreement, including the terms and conditions on any reverse side or additional pages, represents the entire agreement between the parties and there are no other agreement either written or oral between them. This Agreement shall be amended only written agreement signed by both parties. If any portion of this agreement is found to be invalid or otherwise unenforceable by any court or arbitration, the remaining terms shall remain in full force and effect between the parties. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. This agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, successors, executors, administrators, assigns and representatives of any kind whatsoever.

I, the Client, have read, understand and agree to all of the terms and conditions of this Agreement, including those additional terms, conditions, and limitations contained herein, and such additional terms and conditions contained in any Addendum hereto.

Signature of Client: _____

Date: _____

Client Address: _____

Phone: _____

City/State/Zip or Postal Code: _____

E-Mail: _____

Buyer Present: Yes ___ No ___

Agent Present: Yes ___ No ___

Inspector's Signature: _____ Date: _____ Inspection #: _____

Inspector's Address: 1111 1/2 C E. Thompson Ave.

City/State/Zip or Postal Code: Hoopeston, IL 60942

Client agree to release reports to REALTOR: Yes ___ No ___

Additional Terms, Conditions, and Limitations

8. Systems, items, and conditions which are not within the scope of the building inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards; pest infestation; security and fire protection systems; household appliances; freestanding appliances and gas appliances such as fire pits, barbecues, heaters, or lamps; pools, spas, hot tubs, saunas, steam baths, fountains or other types of related systems or components; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings, and floors; recreational equipment or facilities, pool/spa water purification systems (ozone generator/saltwater, etc.); underground storage tanks, energy efficiency measurements; motion or photo-electric sensor lighting; concealed or private secured systems; water wells; all overflow drains; heating systems accessories; solar heating systems; heat exchangers; sprinkling systems; water softener or purification systems; central vacuum systems; telephone, intercom or cable TV systems; antennae, lightning arrestors, load controllers; trees or plants; governing codes, ordinances, statutes, and covenants; and manufacturer specifications, recalls, and EIFS. Client understands that these systems, items, and conditions of the written report are informal only and DO NOT represent an inspection. The inspection report also excludes items specifically noted as excluded or items not specifically identified in the inspection report.

9. Client understands that Inspector is knowledgeable in a variety of areas but is not to be considered an expert in any field unless otherwise specified. The inspector and report and to be considered an unbiased view, based upon the observations and experiences of the Inspector. If recommendations are made that Client should have an expert further investigate or inspect a component for further evaluation or repairs, Client shall be solely responsible for selecting, contacting and obtaining further inspections or evaluations at Client's sole efforts and expense.

10. 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 a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, costs, and attorney fees arising from such a claim.

11. 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 codes or regulations of any kind.

12. 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 at the time of the Inspection, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. Client further agrees to allow Inspector the opportunity to re-inspect the claimed discrepancy prior to Client repairing, replacing, altering or modifying the claimed discrepancy. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards adhered to in the report of Illinois law. Furthermore, any legal action must be brought within one (1) year from the date of the inspection, or will be deemed waived and forever barred. Failure to comply with the requirements as stated shall constitute a complete waiver of any and all claims Client may have against Inspector. Time is expressly of the essence herein.

13. This inspection does not determine whether the property is insurable.

14. Exclusions of systems normally inspected _____.

DEFINITIONS:

1. Apparent Condition: Systems and components are rated as follows:

SATISFACTORY – Indicates the component is functionally consistent with its original purpose but may show signs of normal wear and tear and deterioration.

MARGINAL – Indicates the component will probably require repair or replacement anytime within five (5) years.

REPAIRS RECOMMENDED – Indicates the component will need repair or replacement now or in the very near future.

NOT VISIBLE – Item not visible at the time of Inspection.

NOT INSPECTED – Due to conditions beyond our control, this item/area was not tested. Reasons may be due to: storage, weather, item not completely installed, utilities not turned on, pilot light not lit, or the item may fall outside the scope of the inspection, etc.

NOT PRESENT – Item not present or found at the time of Inspection.

Client Initials: _____

2. Installed systems and components: structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.
3. Readily accessible systems and components: only those systems and components where Inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility.
4. Any component not listed as being deficient in some manner is assumed to be satisfactory.

See Below Addendum

Addendum to Inspection Agreement

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 or 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 Bind 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 states, 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 in any Court or administrative tribunal having jurisdiction thereof.

Client Initials: _____

Submit