

# MORAINÉ WOODS CONSULTING, INC.

Lake Barrington, IL

## HOME INSPECTION AGREEMENT

(Please read carefully)

THIS AGREEMENT is made and entered into by and between **MORAINÉ WOODS CONSULTING, INC.**, referred to as "MWC", an Illinois Corporation, (Illinois License #451.000165), and

\_\_\_\_\_, referred to as "Client".

### In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The Client will pay MWC the sum of \$ \_\_\_\_\_ for the inspection of the "Property", being the residence, and garage or carport, if applicable, located at:  
  
\_\_\_\_\_
2. MWC will perform a visual home inspection and prepare a written report of the apparent condition of the readily accessible existing installed systems and components of the Property. Latent and concealed defects and deficiencies that could only be found through invasive or destructive means are excluded from the inspection. This inspection pertains only to conditions as existing at time of inspection. MWC is not an insurer against any future changes of condition.
3. The parties agree that the "Standards of Practice" (the Standards), as defined by the Illinois Department of Financial and Professional Regulation, shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and incorporated by reference herein. Specific systems covered under this inspection are: roof, exterior wall coverings, grading drainage and vegetation against structure, plumbing, electrical, heating and cooling, interiors, foundation and structure, insulation and ventilation, fireplaces and solid fuel burning appliances, major household appliances.
4. **MWC MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT OR SYSTEM.**
5. Systems, components, and conditions which are not within the scope of this home inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, other environmental hazards, pest infestation, security and fire protection systems, treatments to windows, interior walls, ceilings and floors (wallpaper, paint, carpet, floor tile, blinds and drapery), recreational equipment or facilities, private well and septic systems, solar heating systems, sprinkler systems, fences and gates, water treatment systems, telephone, intercom, cable TV or electronic cabling systems, antennae, lighting arrestors, electric generators, hot tubs, steam baths/showers, swimming pools, barbecues, or engineering survey of geological conditions. Client understands that these conditions, systems and related components are exempt from this inspection. Any general verbal discussions about these systems, components and conditions are only informal and are not to be relied upon by Client. Any observations made of the possible presence of mold, asbestos or insect infestations are provided as a courtesy and are outside the scope of this inspection. Client understands that follow up evaluations on such referenced conditions should be made by qualified contractors performing inspections and corrections within the scope of those conditions.
6. 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 the party to this Agreement, makes any claim against MWC, its employees or agents, arising out of the services performed by MWC under this Agreement, the Client agrees to indemnify, defend and hold harmless MWC from any and all damages, expenses, costs and attorney fees arising from such a claim.
7. The information provided in this report is based upon the opinion and conviction of the inspector. The report should not be considered to be an all inclusive list of conditions in the home, some of which could be missed by the inspector, nor is the inspection intended to eliminate all risk on the client's behalf. The report shall not be considered to be a compliance inspection or certification for past or present governmental code or zoning regulations of any kind. This report, in its entirety, consists of the Residential Property Report, the Home Inspection Agreement, the Letter to Client and "When Things Go Wrong" and "Smoke & Carbon Monoxide Detectors" handouts.
8. Client shall provide MWC with five business days' advanced written notice and the opportunity to inspect the Property prior to commencing any repairs or other work on conditions for which Client maintains MWC failed to identify. If any such repairs or other work is commenced without giving MWC the required notice, MWC will have no liability to the Client.
9. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in Lake County, Illinois in accordance with the existing rules of ADR Systems of America, LLC and judgment upon the award rendered may be entered in any court having jurisdiction. The cost of arbitration shall be borne equally between MWC and client. Any award of damages to Client shall be limited to the cost of the performance of this inspection.
10. MWC shall not be liable under any circumstances for any exemplary, consequential or punitive damages or bodily injury of any nature. Furthermore, any arbitration or legal action must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event that any of the individual paragraphs of this Agreement are declared to be unenforceable the remaining provisions shall remain in full force and effect. This Agreement contains the entire agreement between the parties. Any modifications thereto must be in writing and signed by all the parties hereto.

**CLIENT HAS READ THIS ENTIRE AGREEMENT AND ACCEPTS AND UNDERSTANDS IT AS HEREBY ACKNOWLEDGED.**

Client's Signature: \_\_\_\_\_, Date: \_\_\_\_\_

Client Present at Inspection: Yes \_\_\_ No \_\_\_

Inspector's Signature: \_\_\_\_\_, Date: \_\_\_\_\_