

## **Pre-Inspection Agreement**

**New Horizon Inspection Inc.** 

License # 451.001305

Address: PO Box 481093 Niles, IL 60714

Date Time:

Fee:

Client:

Location:

This is a report of a visual inspection of the readily accessible areas of this building, In accordance with the terms and conditions contained in the PRE-INSPECTION AGREEMENT, which is part of this report and incorporated herein. Please read the entire report and call us for an explanation of any aspect of this Report which you do not fully understand. The body of the report is the official document. The purpose of the inspection is not to discover every flaw of the home but to give our opinion of the major systems. It is important to note that this report is the opinion of the home inspector, and this opinion may differ from the opinion of other professionals and tradesmen.

New Horizon Inspection Inc., Wilson Georges and assigned contractors agree to act in an advisory capacity as a resource in the home buying process, giving our opinion of the conditions of the MAJOR SYSTEMS of the home which includes the roof, foundation, HVAC, plumbing, and electrical systems. This will include both positive and negative aspects of the home in order to help you make your decision in moving forward. Minor issues will be addressed as they pertain to our conclusions about the MAJOR SYSTEMS. The inspection will not be performed to create a document used for negotiating. This inspection is in no way a warranty or guarantee about any feature of the home now or arising in the future. Our capacity as an advisor will include our review of the report and follow up communications that pertain to your purchase. We strongly recommend you follow the advice contained in the follow ups as you approach the closing. Ignoring that advice can cause you problems once you have closed on your home. Our capacity as your advisor ends once the home has closed. At that point we will be glad to offer any follow up advice in an unofficial capacity.

New Horizon Inspection Inc., Wilson Georges and assigned contractors agree to conduct an inspection at the above mentioned property, for the purpose of identifying and disclosing to the client certain conditions of major systems of the property in order that the client may better understand the physical aspects of the property. Major systems include the roof, foundation, HVAC, plumbing, and electrical systems. The inspection and report are performed for the sole, confidential and exclusive use and possession of the CLIENT, using the Standards and Practices of The American Society of Home Inspectors and those set by the State of Illinois.

It is understood and agreed that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent and concealed defects and deficiencies are excluded from the inspection. No items will be dismantled; no closed valves will be opened. If performed after dark, the entire exterior is excluded from this inspection. The purpose of the inspection is to view the major systems and to give our opinion on these system. For all systemic issues we will recommend further professional evaluation. The inspectors will not find every flaw in the home; their focus will be on the major systems: structure, electric, plumbing, heating, and cooling.

The inspection and report do not address and are not intended to address the possible presence of danger from any potentially harmful substance or environmental hazards including but not limited to radon gas, lead paint, asbestos, mold, urea formaldehyde, underground storage tanks, toxic or flammable chemicals. Also excluded are inspections of swimming pools, wells, septic systems, chimney interiors, security systems, central vacuum systems, water softeners or sprinkler systems, intercom systems, low voltage decorative lighting, and the presence or absence of rodents, termites, and other insects. Any comments about these systems, items and conditions and the Summary Section of the written report, are informal only and do not represent an inspection. The inspection does not cover compliance with or lack of compliance with government building codes. (See the following page for full disclosure of all items not included in this inspection and report.)

The parties agree that New Horizon Inspection Inc., Wilson Georges and assigned contractors assume no liability nor responsibility for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature. Any liability is limited to the cost of the inspection. The inspection and the report are not intended for, or to be used as a guarantee or warranty, expressed or implied, regarding the adequacy, performance or future condition of any inspected structure, item or system or that all deficiencies or problems with the home will be discovered during the limited time of this inspection.

The CLIENT agrees that at the walkthrough prior to the closing, the CLIENT will operate all appliances, look for standing water in the basement or crawl space, operate the furnace and the air conditioner (weather permitting), check for hot water, test all plumbing fixtures for leaking, drainage and operation, and examine the windows. If problems are found, the CLIENT agrees to postpone the closing until all deficient conditions are rectified. The CLIENT agrees to notify the inspector at least 72 hours prior to repairing or replacing such system or component that CLIENT feels was not in the condition reported by the inspector, before repairing or replacing such.

Company Representative	Date	
Company Representative	Date	
Company Representative	Date	Client

DISPUTE RESOLUTION - ARBITRATION CLAUSE: Furthermore, The CLIENT agrees that any dispute, controversy or claim for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising from this contract, the inspection and inspection report shall be submitted to final and binding arbitration under Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Disputes Resolution Services, Inc. (www.constructiondisputes-cdrs.com), or Resolute Systems, Inc. or a company arbitrating under the Rules and Procedures of The American Arbitration Association. Arbitration must be commenced within two years of the date of the inspection. NOTICE: YOU AND WE WOULD HAVE THE RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH MEDIATION AND BINDING ARBITRATION.

SEVERABILITY: Client and inspector agree 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 remain in full force and effort.

## **Inclusions and Exclusions of this Home Inspection and Home Inspection Report**

NON-EXHAUSTIVE LIMITATIONS: This standard home inspection looks for defects or irregularities which are "exposed to view" which require repairs in excess of \$500.00, are real and present danger to occupants, or which require further evaluation by a specialist. It is limited to the readily accessible and visible major systems, components and equipment of the primary home of the property. Certain items will be randomly sampled; however, hidden damages, conditions, public records, codes, structural stability, engineering tests and environmental checks are not included as part of the standard home inspection.

No area which poses a threat to the inspector's safety will be inspected, including steep, slippery, or brittle roofs, attics with insulation that prevent safe footing and any electrical or mechanical equipment shutoff or disconnected or which appear potentially hazardous. Certain items are randomly sampled or checked, but not all such items will be individually inspected. These items include but are not limited to: Windows, doors, hardware and screens; electric outlets, switches, and lights; cabinet/ counter top mounts and functions; insulation type and depth; mortar, paint and caulking integrity; and roof covering materials.

The inspector will not perform destructive or disruptive testing or assessments; lift carpets, remove ceiling panels, insulation or vapor barriers; move appliances, clothing, furniture, and heavy, delicate or personal items; check mechanical equipment during inappropriate weather.

The ages of equipment are approximated based on visual appearance. Installations are not checked against manufacturers' recommendations. Only those utilities actually listed on the inspection report are presumed to exist. The following items are not included in the home inspection: swimming pools and spas; water softening systems and their plumbing; smoke alarms without accessible test buttons; solar, security, intercoms, antennae and telephone systems and roofs not readily and safely accessible from a 13 foot ladder.

This home inspection will not reveal/report: Intermittent occurrences, the inner-workings of mechanical devices, the integrity of underground or hidden piping, the accuracy of timers or thermostats over a range, small cracks or breaks in chimney flue liners, leakage or seepage occurring intermittently or under unusual weather conditions, the integrity of wire connections in unexposed locations, the presence of pests or chemicals, adequate performance of mechanical systems.

This inspection concerns exclusively the on-site primary home. This inspection is not made with respect to public records, traffic density, noise, odors, building value appraisal, zoning ordinance conformance, or warranty or transfer disclosure. No check is made for building or housing code conformance. Additionally, no engineering, or architectural or other such licensed work will be performed, including geological or structural hazard sites or engineering analysis. Similarly, this inspection will not reveal problems with environmental hazards, water quality, air quality, or toxic or allergenic substances. Moreover this inspection will not reveal problems with pests and/or wood-destroying organisms.

There is no such thing as the "Perfect House" and there is no such thing as a "Perfect Home Inspection". The inspection and report are not intended to compare any property to perfection. Although New Horizon Inspection Inc. Inspector's are well trained and promise to inspect the property to the best of their ability, it is unreasonable to expect that all inspections are perfect.

\_\_ CLIENT authorizes New Horizon Inspection Inc. Inspector(s) to provide a summary and/or report to the selling agent.