



VISUAL INSPECTION AGREEMENT

(Please Read This Agreement Carefully)

LakeCookHomeInspectionAndRadon.com  
847-373-1766

260 Maclaren Lane  
Lake Bluff, IL 60044  
28940 W Route 120  
Lakemoor, IL 60051

Client: \_\_\_\_\_ Property Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email Report To: \_\_\_\_\_

Inspection Fee: \$ \_\_\_\_\_ Radon Testing Fee: \$ \_\_\_\_\_ Travel: \$ \_\_\_\_\_ TOTAL: \$ \_\_\_\_\_

Contract Date: \_\_\_\_\_ Inspection Date: \_\_\_\_\_ Date Paid: \_\_\_\_\_

PURPOSE

CLIENT hereby engages Lake Cook Home Inspection & Radon Testing, (Company) to conduct a NON-INVASIVE LIMITED VISUAL INSPECTION and to provide a written home inspection report. The purpose of the inspection is to inform the CLIENT of visually observable components, subject to the LIMITATION OF LIABILITY contained herein. The inspection and report are performed and prepared for the CLIENT'S sole, confidential and exclusive use and possession. CLIENT agrees that CLIENT is bound to this agreement.

SCOPE OF INSPECTION

It is understood and agreed that this inspection will be of READILY ACCESSIBLE areas of the dwelling and is limited to visual observations of apparent conditions existing only at the time of the inspection. The home inspection is limited to a visual examination of three (3) or more of the following readily accessible systems and components, as indicated:

- \_\_\_ Heating Systems \_\_\_ Cooling Systems \_\_\_ Electrical Systems
- \_\_\_ Plumbing Systems \_\_\_ Foundations \_\_\_ Roof Coverings
- \_\_\_ Exterior & Interior Components \_\_\_ Structural Components
- \_\_\_ Other: \_\_\_\_\_

OUTSIDE THE SCOPE OF THIS INSPECTION

Latent and concealed defects and deficiencies are excluded from the inspection, equipment, items and systems will not be dismantled and destructive testing will not be conducted. Any area that is not exposed to view, is concealed, or is inaccessible because of soil, walls, wall coverings, floors, floor coverings, ceilings, furniture, personal property, or other barriers whether permanent or movable, is not included in this inspection. Additionally, any areas or items not specifically listed above or within the report pages are outside the scope of the inspection. CLIENT agrees to assume all the risk for all conditions, which are concealed from view at the time of the inspection, or considered outside the scope of the inspection. THE REPORT IS NOT A COMPLIANCE INSPECTION OR CERTIFICATION FOR PAST OR PRESENT GOVERNMENTAL CODES OR REGULATIONS OF ANY KIND. The inspection does not include an examination for the conditions and operation of central vacuum systems, on-site water supplies, softeners or wells, private waste systems, swimming pools, fire and safety equipment and the determination of the presence of wood destroying organisms or pests. The inspection does not address the possible presence of and or danger from any potentially harmful substances and environmental hazards, including, but not limited to the presence of fungi, mold, mildew, bacteria, asbestos, lead based paint, urea formaldehyde, gases or condition of air quality, toxic or flammable chemicals and water and airborne hazards.

NO CONFLICT OF INTEREST

CLIENT acknowledges that the COMPANY has no interest in the property. CLIENT also acknowledges that COMPANY has not offered or delivered to CLIENT a commission, referral fee or kickback for the referral of business. CLIENT has not engaged COMPANY to perform an inspection or prepare a report contingent upon conclusions in the report, pre-established or prescribed findings or the closing of the underlying real estate transaction.

NOTICE OF CLAIM

CLIENT shall provide COMPANY with a written notice of claim for damages within ten (10) business days of the date of the CLIENT'S discovery. CLIENT further agrees to allow COMPANY the opportunity to re-inspect the subject property prior to any remedial measures of repairs, with the exception of any emergency conditions.

STATUTE OF LIMITATIONS

CLIENT acknowledges that any action to recover damages for any act or omission by COMPANY/INSPECTOR relating to the home inspection or the home inspection report must be brought not more than six (6) months from the date the COMPANY/INSPECTOR performed the home inspection.

DISCLAIMER OF WARRANTY

It is understood and agreed that COMPANY is not an insurer and that the inspection and report are not a real estate disclosure, guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property or residence.

MEDIATION

Any dispute, controversy, interpretation or claim of any kind arising out of, from or related to, the inspection, the inspection report, this Agreement, or the services provided in relation to the Agreement shall be submitted to mediation prior to filing a suit. In the event the parties cannot mutually agree upon the selection of a mediator, the parties agree that the NIC-AHSI Chapter of the American Society of Professional Home Inspectors shall select a mediator. The mediator's fees shall be borne equally by the parties.

GOVERNING LAW, SEVERABILITY & ENTIRE AGREEMENT

Illinois law shall govern this agreement. Should any court determine and declare that any portion of this Agreement is void, voidable or unenforceable, the remaining and portions shall remain in full force and effect. The Agreement contains the entire agreement between the parties and it superseded any previous oral or written agreements. No other representations, promises, statements or assertions have been made by the parties, and no statements or promises have been relied on by either absent the provisions set herein.

LIMITATION OF LIABILITY

In the event that COMPANY/INSPECTOR is found to be liable to CLIENT for any acts including errors or omissions, which are related to the home inspection or the home inspection report, then the total aggregate for any claim made against COMPANY/INSPECTOR shall not exceed the total fee paid for the inspection. In the event that the COMPANY/INSPECTOR is found to be liable to CLIENT for any other cause or causes of action not covered by the ACT, (including but not limited to, breach of contract or warranty, violations of the Illinois Consumer Protection Act, or any other common law theory or statutory violation or claim alleged or found not to be covered by the statutory limitation set forth above), then the liability of the COMPANY/INSPECTOR may be willing to assume a greater liability, but only for an additional charge to be agreed upon by CLIENT and COMPANY. If COMPANY and CLIENT so agree, it will be defined in a separate attached document.

CLIENT \_\_\_\_\_ DATE \_\_\_\_\_

By signing below, CLIENT acknowledges that CLIENT received this Pre-Inspection Notice and Agreement prior to the start of the home inspection, that CLIENT has been given appropriate time to read this Agreement and that CLIENT has read, understands and agrees to the terms and conditions contained herein.

CLIENT \_\_\_\_\_ DATE \_\_\_\_\_

**Illinois Administrative Code  
Title 68: Professions and Occupations  
Chapter VIII: Department of Financial and Professional Regulation  
Part 1410 Home Inspector License Act  
Section 1410.260 Disclosure of Conflict of Interest**

As set forth in Section 15-10(20) of the Act, a home inspector may provide services to a client in addition to a home inspection. The home inspection shall first, however, provide a written notice of the services intended and how such services may conflict with the home inspection services provided. Thereafter, the described additional services may only be performed upon securing the written consent of the client. The written notice of services and written consent shall not be contained in the written Visual Inspection Agreement with client, but shall be provided as a separate document. The below Disclosure And Consent shall represent a separate document.

**DISCLOSURE AND CONSENT FOR ADDITIONAL SERVICES**

NOTE TO CONSUMER: THIS DOCUMENT SERVES THREE PURPOSES. FIRST, IT DISCLOSES THAT A LICENSEE MAY POTENTIALLY REPRESENT MORE THAN ONE PARTY IN A TRANSACTION. SECOND, THIS DOCUMENT EXPLAINS THE POTENTIAL FOR A POSSIBLE CONFLICT OF INTEREST. THIRD, THIS DOCUMENT SEEKS YOUR CONSENT TO ALLOW THE LICENSEE TO PERFORM ADDITIONAL SERVICES.

Lake Cook Home Inspections and Radon Testing may undertake the performance of additional services. The undersigned acknowledges they were informed of the possibility of this type of transaction. Before signing this document please read the following:

Representing more than one party to a transaction may present a conflict of interest since both clients may rely upon Licensee's advice and the client's respective interests may be adverse to each other. Licensee will undertake this representation only with the written consent of ALL clients in the transaction. You acknowledge that Licensee has explained the implications of any possible conflict, including the risks involved. Licensee discloses and agrees to:

1. Treat all clients honestly.
2. Provide information about the property.
3. Disclose all known material defects in the property that are known to the Licensee.
4. Additional services may include testing of radon levels.
5. Pre-Sale Home Inspection may be provided before a home is listed for sale.
6. Lake Cook Home Inspections and Radon Testing is affiliated with Lake Cook – LFLB, LLC. Members of Lake Cook – LFLB, LCC are also licensed Real Estate Brokers in the State of Illinois and the State of Wisconsin.

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the Licensee performing additional services.

**CLIENT:** \_\_\_\_\_

**CLIENT:** \_\_\_\_\_

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

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