



INSPECTION AGREEMENT

This Home Inspection Agreement (the "Agreement") is made effective on the date stated in this Agreement by and between Framework Home Inspection Inc. identified in the signature block below (hereinafter "Framework") and client named on Page 2 of this agreement (hereinafter "client" (collectively "parties")) relating to an inspection of the property located at _____ [ADDRESS].

The terms below govern this Agreement and shall supersede any other written or oral agreement or understanding between the parties.

1. The fee for our inspection is \$_____, payable [in full / in part at \$ _____] at a time [before / after] the appointment.
2. This Inspection is a limited visual examination of certain readily accessible systems and components (designated for inspection herein) using normal operating controls and opening readily openable access panels. The purpose of the Inspection is to provide you with information about the condition of certain systems and components of the home at the time of the Inspection. The inspection will be performed in accordance with the technical guidelines of the International Association of Certified Home Inspectors (InterNACHI) Standards of Practice combined with the Illinois Standards of Practice (referred to herein as "inspection guidelines"). (A copy of the inspection guidelines are available from us upon request and should be reviewed by you prior to accepting our service.) Where the State of Illinois Standards and the InterNACHI Standards are found to be in conflict, the State of Illinois Standards shall govern. The inspection guidelines are hereby incorporated by reference in their entirety and are hereby made a part of this Agreement. **YOU UNDERSTAND AND ACKNOWLEDGE THAT THE INSPECTION GUIDELINES INCLUDE LIMITATIONS AND EXCLUSIONS, THAT YOU HAVE REVIEWED THE SAME AND AGREE TO THESE TERMS.** All terms used herein and not otherwise defined shall have the meaning set forth in the inspection guidelines.

The client is encouraged to accompany the inspector during the inspection. Client participation shall be at the client's risk for personal injury or damage to person or property for any reason or from any cause. Systems and components to be inspected include: exposed and visible foundations and structures, exteriors, roofing, plumbing, electrical, attic, fireplaces, insulation, ventilation, interiors, bathrooms and kitchen, basement and crawlspaces, heating and central air conditioning, doors, windows, and garage or carport.

The inspector is a generalist and is not a licensed engineer or expert in any specific craft or trade. If the inspector recommends further action, including (but not limited to) consulting with a specialized expert(s), you must do so at your expense or otherwise assume all risks associated with failure to do so. This Inspection is not technically exhaustive. The fee charged for this Inspection is substantially less than that of a technically exhaustive inspection.

3. Unless otherwise indicated in writing, we will NOT test for the presence of radon, a harmful gas. Furthermore, Framework is not responsible for discovering or reporting on the presence or absence of mold or mildew and you waive any claims against Framework and hold Framework harmless for any damages that arise from or related to mold or mildew, even if the mold or mildew is a direct consequence of a condition upon which Framework Home Inspections Inc. is required to report as set forth in this agreement.

4. Anything not readily observable because it is concealed or inaccessible due to obstructions including (but not limited to) floor coverings, suspended ceiling tiles, insulation, furniture or other personal property, soil, vegetation, water, ice or snow cannot be inspected. Framework is not required to move or disturb such items in order to diminish or eliminate the obstruction. Framework is not required to report on or engage in any practice or act that is not included or that is specifically excluded in the inspection guidelines unless otherwise agreed to in a writing signed by the parties. The list of the following specific exclusions is not an exhaustive list; see the inspection guidelines for additional exclusions and limitations. Framework is **NOT** required to determine the following: remaining life of any system or component, the causes of any condition or deficiency, methods and costs of corrections, suitability of the property for a specialized use, market value or marketability, advisability of purchase of the property, the presence of pests such as wood damaging organisms (including termites), rodents or insect, rot/decay, fungus, presence or absence of environmental hazards, asbestos, lead paint, lead pipes, lead solder, urea formaldehyde insulation, toxic wastes, polluted water, underground items, breached vacuum seals in insulated glass, or items not permanently installed. Framework is not required to do the following: predict future conditions including (but not limited to) failure of components, operate any system or component that is shut down or otherwise inoperable, light pilot lights, determine the presence of hazardous substances, enter hazardous areas, or perform engineering, architectural, plumbing, or any other job function requiring an occupational license or certification in your jurisdiction (unless the inspector holds a valid license or certification and the parties agree in writing signed by the parties on the additional service(s) for an additional fee). Framework is not required to inspect fences, soil conditions, spas, saunas, steam baths, pools (and related equipment), outbuildings (other than garage or carport), sprinkler systems, private and community waste disposal systems, telephones, cable television, intercoms, security systems, low voltage lighting systems, any timing systems, well systems, window unit air conditioning systems, furnace heat exchangers, and heating or cooling systems when weather conditions or other circumstances may cause equipment damage. Framework is not required to inspect cosmetic items such as paint, wallpaper, carpet, or other finishes on walls, ceilings or floors, and any type of window treatment (such as blinds or draperies). Framework is not required to determine noncompliance with manufacturer's specifications or applicable regulatory requirements, including (but not limited to) building code compliance. Water/moisture, leaks, seepage and drainage problems are often only visible during or after a certain amount of rain. It is thus impossible to observe water/moisture, leaks, seepage and drainage problems unless the Inspection is conducted during or immediately after a rain sufficient to reveal such problems.

5. Our inspection and report are for your use only. You give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and report are in no way a guarantee or warranty, express



or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

6. Framework assumes no liability and you agree to hold Framework harmless for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to damages in an amount not to exceed the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that these damages are not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee.

7. Framework does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located. If Framework holds a valid occupational license, we may inform you of this and you may hire us to perform additional functions. Any agreement for such additional services shall be in a separate writing.

8. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of your claim within seven days of discovery in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability. Unless there is an emergency condition, you agree to allow Framework a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspection before you, or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. You understand and agree that any failure to timely notify Framework and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims you may have against us related to the alleged act or omission unless otherwise prohibited by law. **Any legal action arising from this Agreement or from the Services and Report must be commenced within one (1) year from the date of the Services. Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights or claims based thereon. This time limitation period may be shorter than provided by law.**

9. You agree that the exclusive venue for any legal action against Framework, will be in Cook County, Illinois. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim. In any action against Framework, you waive trial by jury.

10. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees.

11. Past-due fees for your inspection shall accrue interest at 8% per year. You agree to pay all costs and attorney's fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.

12. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

Client Signature

Inspectors Signature

Client's Signature (Print)

Inspector's Signature (Print)

Authorized Representative's Signature

Date

Authorized Representative's Signature (Print)

Home Inspector License #450.011751

Home Inspector Entity License #451.00159

Date

Framework Home Inspections, Inc.

1101 Davis Ave. Suit 1973 Evanston, IL 60201

