



Happy Home Inspection Services llc

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INSPECTION AGREEMENT

CLIENT(S) _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

INSPECTION ADDRESS _____

CITY _____ STATE _____ ZIP _____

INSPECTION DATE _____ TIME _____

THIS AGREEMENT is made and entered into by and between Happy Home Inspection Services LLC, referred to as “Inspector” and _____, Referred to as “Client”.

The inspector shall 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.

The fee for this inspection and report shall be \$_____ payable prior to the inspection.

In consideration of the promise and terms of this Agreement, the parties agree as follows: The client will pay for the inspection of the above listed “Property” being the residence and garage or carport, if applicable. (The quoted price was determined by a description of the property given to our office.)

What the inspection includes:

- **The structural system/foundation**
- **The exterior**
- **The roof system**
- **The plumbing system**
- **The electrical system**
- **The heating system**
- **The cooling system**
- **The interior**
- **The fireplace and solid fuel burning appliances**
- **Other** _____
- _____

Latent and concealed defects and deficiencies are excluded from the inspection.

The parties agree that the “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. The "Standards" are defined by the State of Illinois. A Copy of the standards is included with this agreement.

The home inspection report is an "opinion" of the inspector. Our interpretation of what is good or fair may be different than yours. You need to be present at the time of your inspection so that we will have an understanding of each other's perception. Our purpose is to determine whether or not a system (electrical, heating, etc.) is safe and working properly. The inspector is a "generalist". Specialists may be required to further investigate possible problems encountered and/or to recommend remedial action. We can not determine all that may be wrong with that system, just whether or not a second opinion is needed, such as that of a licensed electrician or HVAC contractor. They may determine what steps are necessary to correct any problems. Their troubleshooting may reveal additional items not mentioned in our report.

The inspection is not technically exhaustive. No engineering or laboratory tests will be made. No examination will be made to determine compliance with any governmental ordinance, regulation or code. The purpose of the inspection is for the client to be informed of as many conditions as possible within the brief period of time allotted for the inspection. Client has no expectation of being notified of all adverse conditions. The inspector cannot report any condition effecting any system or component which occurs subsequent to the inspection or is intermittent and not detectable during the inspection.

The inspector will not be required to walk on roofs or climb higher than any point that can be reached by a ladder twelve feet in length. The inspector will not enter any space, such a crawlspace or attic, that is, in the opinion of the inspector, potentially hazardous; may be contaminated by insects, animals or their debris; has evidence of flooding, standing water or excessive moisture; or has less than 36 inches of vertical clearance. The inspector will not operate heating or cooling systems in temperatures that may cause damage to the unit. Air conditioning systems will not be operated unless the outdoor air temperature is at least 65 deg. F and the outdoor air temperature has been at least 60 deg. F for the previous 24 hours. The inspector will not check the heat exchange for cracks. Plumbing and electrical systems must be turned "on" or capable of being turned on by using the normal operating controls. Valves, with the exception of normal operating valves such as sink, basin, tub and shower valves will not be operated. Pilot lights must be "lit" in order to be inspected. No disassembly of equipment, opening of walls, moving of furniture, appliances or stored items, or excavation will be performed.

Systems, components and conditions which are not within the scope of the inspection include, but are not limited to: lead paint, asbestos, toxic materials, radon, formaldehyde or other gasses, fungi, mold or other environmental and air quality hazards; insects or insect damage: pest infestation; security and fire protection systems or fire sprinkler systems; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational equipment; elevators, lifts and dumbwaiters; underground storage tanks; energy efficiency measurements; concealed or secured systems; wells and well pumps; cisterns, ponds, fountains, water quality or volume; water conditioning equipment; septic systems; heating system accessories; solar heating systems; sprinkler systems; water softeners; central vacuum systems; telephone, intercom, audio and video systems, computer systems and wiring; antennae; lightning arrestors; trees or plants; pools and spas; EIFS (Synthetic stucco exterior wall covering); manufacturers' specifications; manufacturers' recalls; any components or conditions, which by the nature of their location are concealed, camouflaged or difficult to inspect or any other system or component not included in the inspection report. Any comments about these systems, components and conditions, either verbally or in the written report are informal only and DO NOT constitute an inspection.

Neither the inspection nor the inspection report is a warranty, expressed or implied, regarding the adequacy, performance or condition of any inspected system or component. Client acknowledges that condition of inspected system or component is subject to change after the report is issued. The inspection and report are not intended to reflect the value of the property or to make any representation as to the advisability or inadvisability of purchase or suitability of use. The inspection and report are only intended to express the opinion of the inspector based on a visible inspection of the easily accessible portions of the structure, systems and components and items of existing conditions at the time of inspection.

Any controversy or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this report shall be submitted to final and binding arbitration in Chicago, Illinois under the rules of the American Arbitration Association in effect when the request for arbitration is made. The decision of the Arbitrator appointed there under shall be final and binding, and judgment on the award may be entered in any Court of competent jurisdiction.

If you discover a defect for which we may be liable to you, you must notify us and give us a reasonable opportunity to re-inspect the property before you repair the defect. Your notice must be in writing and include a signed copy of this agreement.

Notwithstanding the provisions of any applicable statute, the sole and exclusive remedy available to the client is damages in the amount not to exceed the fees actually paid by the client for services and all other remedies, statutory or otherwise, are expressly waived by the client. You may not file a legal action, whether sounding in tort or contract, against us or our employees more than one year after the inspection, even if you do not discover a defect until after that. This time may be shorter than the law otherwise provides.

If any portion of this agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

By signing this agreement you authorize Brink's Home Security to call you at the phone number you have provided to discuss a special alarm system offer.

The inspection report is prepared for the sole, confidential and exclusive use and possession of the client and the contents may not be disclosed to anyone but the client without expressed prior approval of the client and the inspector. A copy of the inspection report will be sent to the client at the above address by US Mail within 24 hours of the inspection. In addition, the report will be faxed and/or e-mailed to the client and to the client's attorney, real estate agent or other authorized person(s) on request.

I, the client, authorize and request copies of the inspection report to be sent to the following person(s) and/or organizations:

_____ fax/e-mail _____

_____ fax/e-mail _____

_____ fax/e-mail _____

_____ fax/e-mail _____

_____ fax/e-mail _____

Client initials: _____

PAID FEE \$ _____ By _____ Date: _____

Signature: _____ Date: _____
Client

Print Name: _____

Inspector: _____ Date: _____

Inspector: Dale Bennett License # 450.0001398 Expires 11/30/08

Inspection entity (Company): Happy Home Inspection Services LLC
License # 451.0000395 Expires 11/30/08

**TITLE 68: PROFESSIONS AND OCCUPATIONS
CHAPTER VII: OFFICE OF BANKS AND REAL ESTATE
PART 1410 HOME INSPECTOR LICENSE ACT
SUBPART C**

Section 1410.200 Standards of Practice

- a) For the purposes of this Section, the terms listed below shall mean:
- 1) Alarm Systems: Warning devices, installed or free-standing, including but not limited to: carbon monoxide detectors, flue gas and other spillage detectors, security equipment, ejector pumps and smoke alarms.
 - 2) Client: A person or person who engages or seeks to engage the services of a home inspector for an inspection assignment.
 - 3) Component: A part of a system.
 - 4) Decorative: Ornamental; not required for the operation of the essential systems and components of a home.
 - 5) Describe: To report a system or component by its type or other observed, significant characteristics to distinguish it from other systems or components.
 - 6) Home Inspection: As defined in Section 1-10 of the Act.
 - *“Home inspection” means the examination and evaluation of the exterior and interior components of residential real property, which includes the inspection of any 2 or more of the following components of residential real property in connection with or to facilitate the sale, lease, or other conveyance of, or the proposed sale, lease or other conveyance of, residential real property:*
 - (1) *heating, ventilation, and air conditioning system;*
 - (2) *plumbing system;*
 - (3) *electrical system;*
 - (4) *structural composition;*
 - (5) *foundation;*
 - (6) *roof;*
 - (7) *masonry structure; or*
 - (8) *any other residential real property component as established by rule.*
 - 7) Home Inspection Report: A written evaluation prepared and issued by a home inspector upon completion of a home inspection, that meets the standards of practice as established by OBRE.
 - 8) Inspect: To visually examine readily accessible systems and components of a building in accordance with these Standards of Practice, using normal operating controls and opening readily accessible access panels.
 - 9) Roof Drainage Systems: Components used to carry water off a roof and away from a building.
 - 10) Significantly Deficient: Unsafe or not functioning.
 - 11) Solid Fuel Burning Appliances: A hearth and fire chamber or similar prepared place in which a fire may be built and which is built in conjunction with a chimney; or a listed assembly of a fire chamber, its chimney and related factory-made parts designed for unit assembly without requiring field construction.

- 12) Structural Component: A component that supports non-variable forces or weights (dead loads) and variable forces or weights (live loads).
 - 13) System: A combination of interacting or interdependent components, assembled to carry out one or more functions.
 - 14) Under Floor Crawl Space: The area within the confines of the foundation and between the ground and the underside of the floor.
 - 15) Unsafe: A condition in a system or component that is a significant risk of personal injury or property damage during normal, day-to-day use. The risk may be due to damage, deterioration, improper installation or a change in accepted residential construction standards.
- b) These Standards of Practice define the practice of home inspection in the State of Illinois and shall:
- 1) Provide home inspection guidelines; and
 - 2) Define certain terms relating to these home inspections.
- c) The purpose of these standards of practice is to establish a minimum and uniform standard for licensed home inspectors to provide the client with information regarding the condition of the systems and components of the home as inspected at the time of the home inspection.
- d) Home inspectors or home inspector entities shall enter into a written agreement with the client or duly authorized representative prior to the home inspection that includes at a minimum:
- 1) The purpose of the inspection;
 - 2) The date of the inspection;
 - 3) The name, address and license number of the home inspector or home inspector entity;
 - 4) The fee for services performed;
 - 5) A statement that the inspection will be performed in accordance with these Standards;
 - 6) A list of the systems and components to be inspected;
 - 7) Limitations or exclusions of systems or components being inspected; and
 - 8) The signature of the client or his or her duly authorized representative, and the signature of the home inspector or the duly authorized representative of a home inspector entity.
- e) At the conclusion of the home inspection, a home inspector shall submit a written report to the client or duly authorized representative within 48 hours that includes the home inspector's signature and license number and expiration date and shall:
- 1) Describe the systems and components that were inspected;
 - 2) Report on those systems and components inspected that, in the opinion of the inspector, are significantly deficient; and
- A) A reason why the system or component is significantly deficient.

- B) Disclose any systems or components designated for inspection, that were present at the time of the home inspection, but were not inspected and a reason they were not inspected.
- f) These Standards are not intended to limit home inspectors from:
 - 1) Including other inspection services, systems or components in addition to those defined in these standards of practice; and
 - 2) Excluding systems and components in the written agreement from the inspection.
- g) When, pursuant to written agreement with a client, the structural system/ foundation is inspected, the home inspector shall:
 - 1) Inspect the structural components including the foundation and framing; and
 - 2) Describe the foundation and report the methods used to inspect the under-floor crawl space, floor, wall, ceiling, roof, structure and report the methods used to inspect the attic.
- h) When, pursuant to the written agreement with a client, the exterior is inspected, the home inspector shall:
 - 1) Inspect the exterior wall covering, flashing, trim, all exterior doors, attached decks, balconies, stoops, steps, porches, and their associated railings, the eaves, soffits, and fascias where accessible from the ground level, the vegetation, grading, surface drainage, and retaining walls on the property when any of these are likely to adversely affect the building, walkways, patios, and driveways leading to dwelling entrances; and
 - 2) Describe the exterior wall covering.
- i) When, pursuant to the written agreement with a client, the roof system is inspected, the home inspector shall:
 - 1) Inspect the roof covering, the roof drainage systems, the flashings, the skylights, chimneys, and roof penetrations; and
 - 2) Describe the roof covering and report the methods used to inspect the roof.
- j) When, pursuant to the written agreement with a client, the plumbing system is observed, the home inspector shall describe in detail the interior water supply and distribution including all fixtures and faucets, drains, waste and vent systems including all fixtures, the water heating equipment, the vent systems, flues, and chimneys, the fuel storage and fuel distribution systems, the drainage sumps, sump pumps, and related piping, and the location of main water and main fuel shut-off valves.
- k) When, pursuant to the written agreement with a client, the electrical system is inspected, the home inspector shall:
 - 1) Inspect the service drop, the service entrance conductors, cables, and raceways, the service equipment and main disconnects, the service grounding, the interior components of service panels and sub panels, the conductors, the over-current protection devices, installed lighting fixtures, switches, and receptacles, the ground fault circuit interrupters;
 - 2) Describe the amperage and voltage rating of the service, the location of main disconnects and sub panels, the wiring methods; and

- 3) Report on the presence of solid conductor aluminum branch circuit wiring and on the absence of smoke detectors.
- l) When, pursuant to the written agreement with a client, the heating system is inspected, the home inspector shall:
 - 1) Inspect the installed heating equipment, the vent systems, flues, and chimneys; and
 - 2) Describe the energy source, the heating method by its distinguishing characteristics.
 - m) When, pursuant to the written agreement with a client, the cooling system is inspected, the home inspector shall:
 - 1) inspect the installed central and through-wall cooling equipment; and
 - 2) describe the energy source, the cooling method by its distinguishing characteristics.
 - n) When, pursuant to the written agreement with a client, the interior is inspected, the home inspector shall inspect the walls, ceilings, and floors, the steps, stairways, and railings, the countertops, installed cabinets, doors and windows, garage doors and garage door operators.
 - o) When, pursuant to the written agreement with a client, the insulation and ventilation are inspected, the home inspector shall:
 - 1) inspect the insulation and vapor retarders in unfinished spaces, the ventilation of attics and foundation areas, the mechanical ventilation systems; and
 - 2) describe the insulation and vapor retarders in unfinished spaces, the absence of insulation in unfinished spaces at conditioned surfaces.
 - p) When, pursuant to the written agreement with a client, the fireplaces and solid fuel burning appliances are inspected, the home inspector shall:
 - 1) Inspect the system components, the vent systems, flues, and chimneys; and
 - 2) Describe the fireplaces, solid fuel burning appliances, and the chimneys.

(Source: Amended at 27 Ill. Reg. 14180, effective August 15, 2003)