

# RE-INSPECTION RIDER



*Cutting Edge Inspections Inc.*

1434 275<sup>th</sup> Street  
Mount Pulaski, IL 62548  
(217) 871-3785

Attached hereto *The Cutting Edge Inspections Inc. Pre-Inspection Agreement*:

## SCOPE OF RE-INSPECTION

The purpose of the Re-re-inspection is to report the visual observation of action taken to repair items that the client had requested of the seller. These items were specified on the summary page of the report or listed by the client separately. This re-inspection is not a guarantee of the adequacy or the correctness of such repair. The re-inspection report states that all repairs should be performed by a qualified professional and any warranties or guarantees should be their responsibility. An infrared camera may be used during this re-inspection thus the camera findings shall be limited to a non-invasive infrared thermal imaging scan to measure the surface temperature and the temperature differences or variations of the visible, safely accessible, and readily accessible portions of the home. The client is encouraged to accompany the inspector during the re-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. The re-inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the client(s). The re-inspection report is not transferable. Systems and components to be re-inspected include only the repaired items that the client had requested of the seller.

## LIMITS OF THE RE-INSPECTION

The re-inspection is limited to the readily accessible and visible repaired items. The inspector will not dismantle and/or move equipment, systems, furniture, appliances, floor coverings, finished or fastened surfaces or components, personal property or other items to conduct this re-inspection or otherwise to expose concealed or inaccessible conditions. The re-re-inspection will not include destructive testing of any kind.

**GENERAL EXCLUSIONS:** The following conditions are **NOT** within the scope of the re-inspection: Water or air quality. Presence of toxic or carcinogenic matter emitted from the ground, building materials, in water or air supply or from the operation of any equipment. Including but not limited to Radon gas. Items that are obstructed, inaccessible or not in plain view. Mold or mold type. Animal or insect infestations. Examples of the conditions excluded above include the presence or absence of asbestos, lead paint, radon, urea formaldehyde insulation, or termite/pest infestation. It is the responsibility of the client to conduct further re-inspection by qualified consultants to disclose the presence of these contaminants and the means of remediation. The following components or systems are **NOT** within the scope of the re-inspection: security systems; appliances; playground equipment; swimming pools; hot tubs/spas; lawn sprinkler systems; intercom and audio systems; antennas; central vacuums; solar systems; water softeners and filters; wells; septic systems; latent defects; adequacy of system designs; zoning or building code compliance.

THE RE-INSPECTION AND REPORT ARE NOT A GUARANTEE OR WARRANTY that the items re-inspected are defect-free, or that concealed defects do not or will not exist. Problems may exist even though signs of such may not be present during the re-re-inspection.

## TERMS AND CONDITIONS:

A. The Client recognizes that this report is solely for the benefit of the Client and that any person or party designated by the Client to receive information in this report shall be subject to the TERMS AND CONDITIONS contained herein. Such designation shall be provided in writing to the inspector.

B. The client agrees that any claim arising in connection with this agreement shall be made in writing to the Company at the address above by certified mail, return receipt requested within 10 days after discovering any problem. The Client shall have no cause of action against the Inspector after 1 (one) year from the date of the re-inspection.

C. The client agrees to allow the re-inspection company to re-inspect before changing the condition of the problem, except in an emergency. Failure to allow the re-inspection company the opportunity to re-inspect, as required above, shall constitute a waiver of any and all claims client may have against the Company.

D. The Client agrees that, to the extent allowed by law, any damages or breach of this contract or report are limited to the amount of the re-inspection fee only. Furthermore, the Client agrees to pay all attorney fees should the Client pursue a civil action against the Company, and fail to prevail.

E. The Client agrees that this agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties and supported by valid consideration.

## LIMITATION OF LIABILITY AND ARBITRATION AGREEMENT:

It is understood and agreed that the Company (**Cutting Edge re-inspections**) is **not an insurer and that the re-inspection and report are not to be intended or construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address.** The Client hereby releases and exempts the Company and its agents and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage, or personal injury of any nature.

Any dispute, controversy, interpretation 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 contract or arising out of, from or related to the re-inspection or re-inspection report shall be submitted to final and binding arbitration under the rules of the state. The decision of the Arbitrator appointed thereunder shall be final and binding judgment on the Award that may be entered in any Court of competent jurisdiction.

## ACKNOWLEDGEMENT:

RE-INSPECTION FEE: \$\_\_\_00

I, the undersigned, have carefully read the preceding re-inspection Agreement and Description and fully understand and agree with the limitations, exclusions and terms described above.

Client Signature: \_\_\_\_\_ Date \_\_\_\_\_