

Cutting Edge Inspections Inc. Pre-Inspection Agreement

The address of the property is:_____.

Fee for the Basic Residential home inspection is \$_____. THIS AGREEMENT made this ____ day of _____, _____, by and between **Cutting Edge Inspections Inc.** (hereinafter also referred to as the "Home Inspector" an Illinois licensed home inspector under the Home Inspector License Act (225 ILCS & 441/1 et. Seq.)), and the undersigned (hereinafter "CUSTOMER"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

1. The Home Inspector agrees to perform a visual inspection of the home/building and to provide the CUSTOMER with a written inspection report identifying the defects that the Home Inspector both observed and deemed material. The Home Inspector may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The CUSTOMER agrees to obtain and provide a copy of the Residential Real Property Disclosure Act, if any, to the Home Inspector prior to the inspection. The inspection report is only supplementary to the seller's disclosure.
2. Unless otherwise inconsistent with this Agreement or not possible, the Home Inspector agrees to perform the inspection in accordance to the current Standards of the InterNational Association of Certified Home Inspectors (InterNACHI). Although the Home Inspector agrees to follow InterNACHI's Standards, the CUSTOMER understands that these standards contain certain limitations, exceptions, and exclusions including the following: the inspector does not enter any crawlspace(s) and/or attic space(s) that are not readily accessible or where entry could cause personal or property damage or pose a hazard to the inspector. When entry is not possible then the inspection of this area will be a very limited visual evaluation. The CUSTOMER also understands that InterNACHI is not a party to this Agreement and that InterNACHI has no control over the Home Inspector or representations made by the Home Inspector and does not supervise the Home Inspector.
3. The CUSTOMER understands that an infrared camera may be used during this 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. If an infrared camera (Thermal imaging) inspection is requested, a Rider Thermal Imaging Pre-Inspection Agreement will be separately executed and attached hereto and if an inspection for the presence of Radon – a colorless, odorless, radioactive gas that may be harmful to humans, or mold a Rider or specific Agreement for said services will be separately executed and attached hereto. Unless otherwise indicated in a separate writing, the CUSTOMER understands that the Home Inspector will not test for compliance or violations with respect for title and/or applicable building codes, inspect gas lines (for leaks), or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations.
4. The Home Inspector does not perform engineering, architectural, plumbing, or any such specialized, professional service requiring an occupational license other than Residential Home Inspection License. Any such specialized, professional inspections are beyond the scope of the basic Basic Residential home inspection and shall be a separate matter between the required profession and the CUSTOMER. The Home Inspector does not and will not be responsible for reporting any product recalls. For recall information contact the Consumer Product Safety Commission. www.cpsc.gov

The inspection and report are performed and prepared for the use of the CUSTOMER, who gives the Home Inspector permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. The Home Inspector accepts no responsibility for use or misinterpretation by third parties. The Home Inspector's inspection of the property and the accompanying report does not constitute an insurance policy, a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. The inspection report reflects a visual observation of the subject property as of the date and time of the inspection and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by law. The inspection report is not a listing of repairs to be made nor is the report intended to be used as a guide in re-negotiating the sales price of the property and should not be construed as an opinion of the value of the property. The seller may not be required to repair deficiencies reflected in the inspection report, and that determination should be made by you, the Seller, your real estate agent(s) and your attorney. It is recommended that you (or your representative) attend the actual inspection. _____(initial).

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5. The Home Inspector will exercise reasonable diligence in the development, reporting or communication of a home inspection report, but the Home Inspector assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. The CUSTOMER acknowledges that the liability of the Home Inspector, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the Home Inspector's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the Home Inspector, and this liability shall be exclusive. The CUSTOMER waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CUSTOMER has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the the Home Inspector and the CUSTOMER; and (iii) to enable the Home Inspector to perform the inspection at the stated fee.

6. In the event of a claim against the Home Inspector, the CUSTOMER agrees to supply the Home Inspector with the following: (1) Written notification shall be timely forwarded to the address of Cutting Edge Inspections Inc. by First Class, U.S. Mail, at 1434 275th Street, Mount Pulaski, Illinois 62548 within 14 days of discovery or within 14 days of the time that a reasonable person should have discovered the adverse condition and (2) Access to the premises. Failure to comply with the above conditions will release the Home Inspector and its agents from any and all obligations or liability of any kind.

7. The parties agree that any binding arbitration arising out of this Agreement shall be filed only in the Court of Logan County, Illinois in which the Home Inspector has its principal place of business. 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 inspection or inspection report shall be submitted to final and binding arbitration. In the event that the CUSTOMER fails to prove any adverse claims against the Home Inspector in a court of law, the CUSTOMER agrees to pay all legal costs, expenses and fees of the Home Inspector in defending said claims. The CUSTOMER further understands that any legal action against InterNACHI itself allegedly arising out of this Agreement or the Home Inspector's relationship with InterNACHI must be brought only in the District Court of Boulder County, Colorado.

8. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of the Home Inspector or its agents shall be binding unless reduced to writing and signed by the Home Inspector. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees.

9. The CUSTOMER agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. The person(s) executing this Agreement on behalf of a corporation, LLC, or similar entity has the legal authority to bind the entity.

10. This Agreement is not transferable or assignable. The CUSTOMER understands that he/she has the right to seek review of this Agreement by an attorney if the CUSTOMER desires such review prior to executing this Agreement.

11. Definitions: "satisfactory" = sufficient for a specific requirement; "marginal/fair" = close to the lower limit of qualification, acceptability, or function; "poor" = less than sufficient for a specific requirement.

12. Payment of the fee to the Home Inspector (less any deposit noted) is due upon completion of the on-site inspection.

MY SIGNATURE BELOW ACKNOWLEDGES THAT I HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS, CONDITIONS, AND LIMITATIONS AS OUTLINED IN BOTH OF THE PAGES CONTAINED HERE IN THIS AGREEMENT:

CUSTOMER OR REPRESENTATIVE Date

CUSTOMER OR REPRESENTATIVE Date Email address

Terry Scroggin 450.0003906
1434 275th St.
Mount Pulaski, IL 62548
Cutting Edge FAX # (217)792-3785