

HOME INSPECTION AGREEMENT
(Please read carefully)

THIS AGREEMENT is made and entered into by and between **MORaine Woods Consulting, Inc.**, referred to as "MWC", 22 River's Bend Court, Lake Barrington, IL, an Illinois Corporation, (State of Illinois, Office of Banks and Real Estate License #051000165), and _____, referred to as "Client".

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The Client will pay MWC the sum of \$ _____ for the inspection of the "Property", being the residence, and garage or carport, if applicable, located at:

2. MWC will perform a visual home inspection and prepare a written report of the apparent condition of the readily accessible existing installed systems and components of the Property. Latent and concealed defects and deficiencies that could only be found through invasive or destructive means are excluded from the inspection. This inspection pertains only to conditions as existing at time of inspection. MWC is not an insurer against any future changes of condition.
3. The parties agree that the "Standards of Practice" as defined by the State of Illinois, Office of Banks and Real Estate (the "Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and incorporated by reference herein. Specific systems covered under this inspection are: roof, exterior wall coverings, grading drainage and vegetation against structure, plumbing, electrical, heating and cooling, interiors, foundation and structure, insulation and ventilation, fireplaces and solid fuel burning appliances, major household appliances.
4. **MWC MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT OR SYSTEM.**
5. Systems, components, and conditions which are not within the scope of the home inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, other environmental hazards, pest infestation, security and fire protection systems, treatments to windows, interior walls, ceilings and floors (wallpaper, paint, carpet, blinds and drapery), recreational equipment or facilities, private well and septic systems, solar heating systems, sprinkler systems, fences and gates, water treatment systems, telephone, intercom, cable TV or electronic cabling systems, antennae, lighting arrestors, hot tubs, steam baths/showers, swimming pools, barbecues, or engineering survey of geological conditions. Client understands that these conditions, systems and related components are exempt from this inspection. Any general verbal discussions about these systems, components and conditions are only informal and are not to be relied upon by Client.
6. The inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not the party to this Agreement, makes any claim against MWC, its employees or agents, arising out of the services performed by MWC under this Agreement, the Client agrees to indemnify, defend and hold harmless MWC from any and all damages, expenses, costs and attorney fees arising from such a claim.
7. The report shall not be considered to be a compliance inspection or certification for past or present governmental codes or zoning regulations of any kind.
8. Client shall provide MWC with five business days' advanced written notice and the opportunity to inspect the Property prior to commencing any repairs or other work on conditions for which Client maintains MWC failed to identify. If any such repairs or other work is commenced without giving MWC the required notice, MWC will have no liability to the Client. MWC shall not be liable under any circumstances for any exemplary, consequential or punitive damages or bodily injury of any nature. Furthermore, any arbitration or legal action must be brought within one (1) year from the date of the inspection or will be deemed waived and forever barred.
9. Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration in the County where the Property is located in accordance with the existing rules of ADR Systems of America, and judgment upon the award rendered may be entered in any court having jurisdiction. The initial cost of arbitration shall be borne equally between MWC and client. The prevailing party of any arbitration or legal action shall be entitled to receive attorney's fees and costs from non-prevailing party.
10. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.
11. In the event that any of the individual paragraphs of this Agreement are declared to be unenforceable the remaining provisions shall remain in full force and effect.
12. This Agreement contains the entire agreement between the parties. Any modifications thereto must be in writing and signed by all the parties hereto.

CLIENT HAS READ THIS ENTIRE AGREEMENT AND ACCEPTS AND UNDERSTANDS IT AS HEREBY ACKNOWLEDGED.

Client's Signature: _____, Date: _____

Client Present at Inspection: Yes ___ No ___

Inspector's Signature: _____, Date: _____