

CLIENTS NAME: _____ INSPECTION FEE: \$ _____ REPORT # _____

DATE: / /2011 ADDRESS: _____ PAID _____ CASH _____ CHECK# _____ CREDIT CARD _____

CLIENT(S) desire a general inspection of the main building(s) at the address listed above (the "PROPERTY"), to be performed by TECH SPEC HOME INSPECTIONS SERVICE, INC. ("TECH SPEC") for the CLIENTS sole use and benefit. CLIENT shall read the entire inspection report when received, and will promptly contact TECH SPEC with any questions or concerns. CLIENT is responsible for obtaining and warrants that all approvals necessary have been obtained for TECH SPEC'S entry onto the PROPERTY.

SCOPE OF INSPECTION: The work to be performed for CLIENT is a non-invasive physical inspection of the readily visible portions of main building(s) on the PROPERTY. The report thereafter produced by TECH SPEC will disclose to the CLIENT the MAJOR VISIBLE DEFECTS AND/OR PROBLEMS WHICH WERE DISCOVERED ON THE DATE OF THE INSPECTION. Minor defects may be reported as a courtesy only. The inspection will be performed in accordance with the Standards of Practice of the American Society of Home Inspectors. Copies of these standards will be provided upon request. This inspection is limited to a visual examination of the exposed and readily accessible areas of the main buildings(s) on the PROPERTY, and shall include an examination and evaluation of the following major components if present: Foundation * Sub-floor * Framing * Site Drainage * Electrical * Attic * Plumbing * Built in Appliances * Heating * Water Heater * Fireplace * Chimney * Exterior * Windows * Roofing * Walls * Ceilings * Cooling * Floors * Doors * Stairs * Venting * If near building: Deck * Fencing * Paving. TECH SPEC'S work shall only consist of a visual inspection and SHALL NOT include the dismantling, removal, or moving of any object, equipment, fixture or portion of the walls or structure of the Property. Latent and concealed defects and deficiencies are excluded from the inspection and TECH SPEC disclaims any liability for inspecting areas or conditions which are obstructed or are not accessible to TECH SPEC. THE INSPECTION AND REPORT SHALL NOT CONSTITUTE NOR BE CONSTRUED AS A WARRANTY, GUARANTEE, INSURANCE POLICY OR SUBSTITUTE FOR REAL ESTATE TRANSFER DISCLOSURES WHICH MAY OR MAY NOT BE REQUIRED BY LAW.

Only the building and its components shall be inspected. The inspection shall not include personal property unless so indicated in the inspection report. Random sampling of items such as anchor bolts, window operation, safety glass, cabinetry and electrical outlets are performed. **NO WARRANTY OR REPRESENTATION IS MADE HEREUNDER AS TO THE LENGTH THAT ANY EQUIPMENT WILL CONTINUE TO OPERATE.** If maintenance conditions are discussed in the report, they are for information purposes only.

INSPECTION DOES NOT INCLUDE:

- * Review of violations of code, zoning or ordinances; title conditions, such as easements, rights of way, or boundaries; previous use; occupancy designation; compliance with manufacturers'.
- * Obtaining or reviewing information from any third parties.
- * Evaluating fire-resistive qualities of any system, structures, or components thereof including, but not limited to, those maintained by a Homeowner/Client association.
- * Inspection of common areas, or systems, structures, or components thereof including, but not limited to, those maintained by a Homeowner/Client association.
- * Examination of conditions related to animals, rodents, insects, wood-destroying insects or organisms, mold or mildew or damage(s) caused thereby.
- * Any form of engineering analysis, such as structural, geological, and hydrological stability of soils conditions or wave action evaluations; land surveying or architectural examinations.
- * Inspection of unique and/or technically complex systems or devices, such as heat exchangers, remote controls, motion sensing or photoelectric devices, alarm systems, fire detection systems (other than smoke alarms), solar systems, air quality control systems, radio or computer controlled devices, automatic timer controls, elevators, dumbwaiter, satellite dishes, automatic gates, etc.
- * Inspection of low voltage electrical systems, such as TV antenna, TV signal cables, telephones, intercoms, security systems, speaker wires, automated equipment, landscape lighting, etc.
- * Review of environmental and health hazards or conditions, including, but not limited to wildfire, flood, or geologic conditions, or toxic, reactive, combustible and corrosive contaminants. Seismic safety.
- * Analysis of private water or private sewage systems or related equipment, such as wells, septic systems, sewage pumps, water softeners, water purification systems, etc.
- * Inspection of pools, hot tubs, spas, waterfalls, ponds, fountains, saunas, steam baths, or similar items.
- * Building or property measurements, value appraisal, and costs for corrective work. Electrical load calculations, testing of gas shutoff valves; testing for gas leaks.
- * Window-mount or wall-mount air conditioners or gas-powered air conditioners.
- * Detached ancillary buildings (except for parking structures.)
- * Gas and electric appliances such as fire pits, barbecues, and outside heaters. Systems, structures or components which are not permanently installed.
- * Advisability of purchase. Adequacy, efficiency, durability or quality of components.
- * Requirements of the Americans with Disabilities Act (A.D.A.)
- * Noise transmission; determination of odors.
- * Cosmetic finishes and conditions; landscaping and foliage.
- * Inspection of fire sprinklers; landscaping sprinklers except as otherwise noted.
- * Technically exhaustive inspections, evaluations or tests of any type.
- * Notification of product recalls, defects, or similar notices.

Services for inspecting or evaluating some of the excluded items listed may be available from TECH SPEC for additional fee(s).

CONFIDENTIALITY OF REPORT: The inspection report is confidential and is for the exclusive use of the CLIENT and designated representative of CLIENT. It is not to be copied or disseminated to any other party without the written consent of TECH SPEC. Use of all disclosures contained in the report is specifically restricted to the transaction for which the inspection was performed. Use of or reliance upon the report by other parties, or for other transactions, is strictly prohibited. **INITIAL** _____

TESTIMONY IN COURT OR ACTING AS EXPERT WITNESS: CLIENT agrees that the services to be performed do not include testimony in court or acting as an expert witness on the part of TECH SPEC, its agents, officers, Clients or employees. In the event that TECH SPEC, its agents, officers, Clients or employees are requested or required to appear and/or testify in any legal action, whether in court or otherwise, CLIENT shall compensate TECH SPEC at the rate of one hundred fifty dollars (\$150.00) per hour for time spent. **INITIAL** _____

DISPUTES/COMPLAINTS: CLIENT agrees that any claim for failure to accurately report any major visible defects or conditions of the PROPERTY, shall be made in writing to TECH SPEC within 10 business days after discovery by CLIENT. TECH SPEC shall respond promptly to any legitimate complaint. CLIENT further agrees that CLIENT or CLIENT'S agents, employees or independent contractors will make no alterations, repairs or replacements to the claimed condition that is the subject of the complaint prior to a new inspection by TECH SPEC. CLIENT waives any and all claims relating to conditions that are altered or repaired without said notice or if TECH SPEC is not given an opportunity to re-inspect. **INITIAL** _____

WAIVER OF STATUTE OF LIMITATIONS: CLIENT agrees that no action may be brought to recover damages against TECH SPEC or its officers, agents, or employees more than one year after the date of the inspection stated above. CLIENT understands that this time period may be shorter than otherwise provided by law. **INITIAL** _____

PAYMENT AND ACCEPTANCE OF REPORT: Payment is due upon completion of the inspection by TECH SPEC. If client is not present at the inspection, payment shall due beforehand, unless prior arrangements have been set. Acceptance of the inspection report shall constitute agreement with all of the terms of this contract, regardless of whether this contract is signed by CLIENT. The written report to be prepared by TECH SPEC shall be considered the final and exclusive findings of TECH SPEC regarding the inspection of the PROPERTY. CLIENT shall not rely on any oral statements made by TECH SPEC prior to issuance of the written report.

VISUAL INSPECTION/NOT AN EXPERT: CLIENT understands and agrees that TECH SPEC is knowledgeable in a variety of areas, but is not to be considered as an expert in any field unless otherwise specified. The inspection and report is to be considered as an unbiased view, based upon the experience of TECH SPEC. The report identifies only general conditions affecting the PROPERTY. If recommendations are made that CLIENT should consult specialized experts for further evaluations(s) or repair(s), CLIENT shall be solely responsible, at CLIENT'S expense, to contact and obtain further inspections or evaluations with experts who shall be selected by CLIENT. If CLIENT fails to consult specialized experts as recommended by TECH SPEC, TECH SPEC shall have no liability with respect to such failure or inaction on the part of CLIENT.

LIMITATION OF LIABILITY: In the event TECH SPEC fails to fulfill the obligations under this agreement, CLIENT'S exclusive remedy at law or in equity against TECH SPEC is limited to the amount of the inspection fee paid by CLIENT. Client acknowledges that this limitation is reasonable. **INITIAL** _____

ARBITRATION: CLIENT agrees that any disagreement, dispute or claim arising out of this contract shall be settled exclusively by arbitration held in Champaign, IL and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association with one (1) arbitrator. The arbitrator shall be empowered to order any remedy which is appropriate to the proceedings and the decision of the arbitrator shall be enforceable in any court of competent jurisdiction in the same manner as would be an order duly issued of that court. The issue of who shall bear the fees and expenses of the arbitration will be decided by the tribunal.

ACCEPTANCE OF THIS AGREEMENT: This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, agents and assignees. This agreement shall constitute the entire agreement between the parties hereto, and may be modified only by a written agreement signed by all of the parties hereto.

I/WE HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS.
CLIENT(S) _____ **DATE:** / /2011