



INSPECTION AGREEMENT

This agreement by and between DLM Home Inspection, LLC and the inspection client supersedes any oral comments and discussions conducted at or prior to the inspection. DLM Home Inspection, LLC does not provide any expressed or implied guarantees or warranties in connection with the inspection or the inspection report. The inspection is performed according to the Standards of Practice of the Home Inspector License Act of Illinois. A copy of which is available upon request.

INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. This agreement between the home inspection entity, DLM Home Inspection LLC, and the inspection client supersedes any oral comments and discussions conducted at or prior to the inspection. The report is only supplementary to the seller's disclosure.

Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions.

The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repair persons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.

INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of 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 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 INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT 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 INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection.

Only normal operating controls will be used during the inspection. A representative number of electrical switches, lights, and receptacles will be tested for operation.

The INSPECTOR will walk on low-slope roofs when conditions permit; when the roof is accessible by a 15 foot folding ladder; and when little or no potential exists for damage to the roof covering.

Central A /C units will not be operated unless the ambient temperature has been at least 60 degrees Fahrenheit for at least 24 hours prior. A /C units can be damaged if operated at low ambient temperatures.

Attics and crawl spaces will be entered and evaluated when they can be safely accessed. The INSPECTOR will not perform any procedures that could lead to personal injury or which could cause damage to the subject property.

Appliances and mechanical systems will be operated using normal controls. The INSPECTOR is not required to ignite pilot lights, turn on gas or water valves, or reset electrical breakers.

Inspection of fireplaces is limited to the firebox and portions of the flue that are readily visible.

In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

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 INSPECTOR or its agents shall be binding unless reduced to writing and signed by 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. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

HOLD HARMLESS AGREEMENT: CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claims by reason of acts or neglects of the INSPECTOR or his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home.

The Client agrees to pay _____ for this inspection.

PROPERTY ADDRESS: _____

INSPECTOR / LICENSE NUMBER: Mike Cummins / 450.010386 DATE: _____

THE UNDERSIGNED HAS READ AND AGREES TO THE ABOVE AGREEMENT IN ITS ENTIRETY:

ACCEPTED: _____ DATE: _____

ACCEPTED: _____ DATE: _____

DISCLOSURE

Dear Client,

The Illinois Home Inspector Licensing Act prohibits the inspector from disclosing information material to the inspection without written authorization from the Client. If there is anyone else whom you would like to have access to your inspection report, please indicate below.

BUYERS AGENT/BROKER: YES _____ NO _____

SELLERS AGENT/BROKER: YES _____ NO _____

BUYERS ATTORNEY: YES _____ NO _____

SELLERS ATTORNEY: YES _____ NO _____