

# SPACE-MAN Consulting, Inc. • Home & Property Inspections

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THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT...PLEASE READ CAREFULLY

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**Report #:**

**Client:**

**Inspection Address:**

**City/State/Zip:**

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I (Client) hereby request a limited visual inspection of the structure at the above address to be conducted by SPACE-MAN Consulting Inc. (Inspector), for my sole use and benefit. I warrant that I will read the following agreement carefully. I understand that I am bound by all the terms of this contract. I further warrant that I will read the entire inspection report when I receive it and promptly call the inspector with any questions I may have.

Initial Here: \_\_\_\_\_

## SCOPE OF INSPECTION

The scope of the inspection and report is a limited visual inspection of the general systems and components of the home to identify any system or component listed in the report which may be in need of immediate major repair. The inspection will be performed in accordance with the Illinois Standards of Practice, 68Ill.Admin.Code 1410,Sec 1410.200, as amended, a copy of which is available upon request.

## OUTSIDE SCOPE OF INSPECTION

All items listed as excluded in the NAHI standards, a copy of which is included with this report. As well as any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other thing is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law.

## Whether or not they are concealed, the following ARE OUTSIDE THE SCOPE OF THIS INSPECTION:

- Specific components noted as being excluded on the individual systems inspection forms
- Private water or private sewage systems
- Saunas, steam baths, or fixtures and equipment
- Radio-controlled devices, automatic gates, elevators, lifts and thermostatic or time clock controls
- Water softener / purifier systems or solar heating systems
- Furnace heat exchangers, freestanding appliances, security alarms or personal property
- Adequacy or efficiency of any system or component
- Prediction of life expectancy of any item
- Building code or zoning ordinance violations
- Geological stability or soils condition
- Structural stability or engineering analysis
- Termites, pests or other wood destroying organisms
- Asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any environmental hazards
- Building value appraisal or cost estimates
- Condition of detached buildings
- Pool or spas bodies and underground piping

(Some of the above items may be included in this inspection for additional fees - check with your inspector)

Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If your inspector recommends consulting other specialized experts, client must do so at client's expense.

I HAVE READ AND AGREE TO THE ABOVE SCOPE OF INSPECTION.

Initial Here \_\_\_\_\_

**THIS CONTRACT LIMITS OUR LIABILITY...PLEASE READ CAREFULLY**

**CONFIDENTIAL REPORT:** The inspection report to be prepared is solely and exclusively for Client's own information and may not be relied on by any other person. Client agrees to maintain the confidentiality of the inspection report and will not disclose any part of the inspection report to any other person. Client may distribute copies of the inspection report to the seller and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the inspection report. Client and Inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this agreement or the inspection report. Client agrees to indemnify, defend, and hold Inspector harmless from any third party claims arising out of unauthorized distribution of the inspection report.

**ATTORNEY'S FEES:** The prevailing party in any dispute arising out of this agreement, the inspection, or report(s) shall be awarded all attorney's fees, arbitrator fees and other related costs.

**SEVERABILITY:** Client and Inspector agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

**DISPUTES:** Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein, shall be made in writing and reported to the Inspector within ten days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the Inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

**ARBITRATION:** Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of a recognized arbitration association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code.

I have read and agree to the above Arbitration Clause: \_\_\_\_\_

**LIMITATION ON LIABILITY**

**INSPECTOR/INSPECTION COMPANY'S LIABILITY IS LIMITED TO A REFUND OF THE FEE ACTUALLY PAID FOR THE INSPECTION AND REPORT.** The liability of the Inspector's principals, agents, and employees is also limited to the fee paid. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this inspection and report. This Liability Limitation is binding on client and client's spouses, heirs, principals, assigns and anyone else who may otherwise claim through client. Client assumes the risk of all losses greater than the fee paid for the inspection. Client agrees to immediately accept a refund of the fee as full settlement of any and all claims which may ever arise from this inspection.

I have read and agree to the above Limitation on Liability Clause: \_\_\_\_\_

Client understands that if client wants an inspection WITHOUT A LIMIT ON LIABILITY TO A REFUND OF THE FEE PAID for the inspection, Client may pay an additional fee to receive a report without the limitation. **Client, Please initial your choice below.**

PAID BY: CK \_\_\_\_ CHG \_\_\_\_

\_\_\_\_ **I do NOT agree** to pay an additional fee to remove the limit of liability to a refund of the fee paid.

\_\_\_\_ **I AGREE** to pay an additional fee of **\$2500.00** to remove the limit of liability to a refund of the fee paid.

CARD # \_\_\_\_\_

Exp Date: \_\_\_\_\_

LIMITED LIABILITY INSPECTION FEE \$ \_\_\_\_\_  
ADDITIONAL FEE FOR REMOVAL OF LIMITATION \$ \_\_\_\_\_  
FEE \$ \_\_\_\_\_  
**TOTAL INSPECTION FEE \$ \_\_\_\_\_**

Name on Card \_\_\_\_\_ INITIAL for charge authorization for the above amount. \_\_\_\_\_

**By signing below you acknowledge that you have read, understand and agree to the scope of the inspection and all of the terms and conditions of this contract and agree to pay the fees listed above.**

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

**INSPECTION address:** \_\_\_\_\_

CURRENT address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Inspector: Ron Isaacson State of Illinois License # 050.0000349 exp. 11/06 Date: \_\_\_\_\_