

SCOPE AND CONTRACT

Report Number
5127

Inspection Address

123 PEBBLE STONE, BEDROCK, STONE AGE, 99999

Inspection Date & Time

August 5, 2007
9:00 AM

Client Information

Name

Fred and Wilma Flintstone

Mailing Address

456 GRANITE ROCK, ROCKHILL, ILLINOIS, 88888

Phone No Home

111=222=3333

Phone No Work

Phone No Alternate

Phone No Cell

E-mail Address

fred.flintstone@bedrock.bc

PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING

Gum Property Inspections Inspection Agreement

THIS IS A LEGALLY BINDING CONTRACT - PLEASE READ IT CAREFULLY

Address:

VISUAL INSPECTION DEFINITIONS AND LIMITATIONS:

1. The Client understands and agrees that this Agreement is a part of the Inspection Report and acceptance of or payment for the Inspection Report by the Client will confirm this agreement, even if Client was not present at the inspection and/or has not signed this agreement.
2. The Client understands that this report and any information therein is intended for the sole use of the Client and shall not substitute for, replace or be used in lieu of any required Transfer Disclosure Statements and shall not be disclosed to any person or persons other than the parties to the transaction for which this Inspection report was ordered.
3. Nothing in the Inspection Report, and no opinion of the Inspector, shall be construed as advice to the Client to purchase, or not to purchase, the property.
4. The Visual Inspection will be made and the Inspection Report prepared in accordance with the Standards of Practice as published by the American Society of Home Inspectors (ASHI) and by the State of Illinois, a copy of these standards is available upon request, according these standards, is intended to provide an opinion, based on visual observation, as to the apparent general condition of a building's observable structure, fixed components and systems or parts thereof, including the identification of significant observable defects and deficiencies as they appear at the time of the inspection.
5. The inspection is LIMITED to a visual survey of the fixed structure, components and systems of the building. The inspection does NOT include any invasive inspection or destructive testing. ANY STRUCTURE, COMPONENTS, SYSTEM OR CONDITION WHICH IS NOT EXPOSED TO VIEW, IS CONCEALED, OR INACCESSIBLE, BECAUSE OF SOIL, WALLS, WALL COVERINGS, FLOORS, FLOOR COVERINGS, CEILINGS, FURNISHINGS, FIXTURES, FOLIAGE, DEBRIS, OR ANY OTHER THING, IS NOT INCLUDED IN THIS INSPECTION. Client expressly agrees to assume all risks of conditions which are concealed from view at the time of the inspection.
6. THE FOLLOWING ARE NOT INCLUDED IN THE INSPECTION: The inspector may, in his sole discretion, comment on any of the following items which are clearly apparent to visual inspection, but has no duty to do so, and is not liable for any failure to do so.
 - a. Latent or concealed defects, or any condition not apparent to visual inspection at the time of the inspection.
 - b. Hazardous or contaminant conditions, including but not limited to, asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, water or air quality, PCB's or other toxins, electro-magnetic fields, petroleum products contamination or other soils or water contamination, allergens, environmental or health hazards or hazardous waste
 - c. Structural, geological, soil or hydrological stability, survey, engineering, analysis or testing
 - d. Uniform Building Code, or other uniform, state, or local Code, statute, or regulation, installation, construction, permit, or zoning violations
 - e. Termites or other wood destroying insects, rodents or other pests, dry-rot or fungus
 - f. Permit research or validation
 - g. Radio, computer, or remote controlled devices or low-voltage systems or relays
 - h. Security, intercom, or other communication systems
 - i. Elevators, lifts or dumbwaiters
 - j. Thermostatic, time clock or photoelectric controls

- k. Water softener or purifier systems
 - l. Furnace heat exchangers
 - m. Solar heating systems and freestanding appliances
 - n. Window coverings
 - o. Public or private water and waste systems
 - p. Landscape or farm irrigation systems or the condition of any vegetation
 - q. Any item which is hidden from view or impractical to test or observe
 - r. Any structure, system or component, which is not listed in the Standards of Practice of the American Society of Home Inspectors and by the State of Illinois as an inspection requirement
 - s. Any structure, system, or component, condition, application, or other item noted in the report as not inspected, not determined, or not reported on
 - t. Recalls or Call Backs of any kind and from any source: Latent or concealed defects.
7. The Inspection Report, including the inspectors recommendations, is the professional opinion of the Inspector, based on the visual inspection of accessible structures, systems, and conditions. Without dismantling any part of any structure or system, and without full use of all utilities, the Inspector may, in his sole discretion, infer and extrapolate opinions which cannot be confirmed during the inspection. Such inferred and extrapolated opinions shall put the Client on notice to perform further inspection or testing as needed.
8. The Inspection Company does not offer any warranty or insurance for the Client or any other person in connection with the Inspection Report. THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, OF THE INSPECTION SERVICE OR INSPECTION REPORT. Conditions of the property may exist which are not visually apparent to the inspector at the time of the inspection, and therefore are not within the scope of the Inspection Report.
9. The Client agrees to submit to the Inspection Company, in written form, any claim(s) or complaint(s) not less than 30 days prior to taking any legal action on such claim(s) or complaint(s). Any legal action relating to the inspection, or Inspection Report, or the conduct of any officer, agent, or employee of the inspection company must be filed within one (1) year of the date of the inspection, and is thereafter barred by this agreement.
10. 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 under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment of the Award may be entered in any Court of competent jurisdiction.
11. Client understands and agrees that, to the fullest extent allowed by law, that the inspector and inspection company do not insure or warranty the inspection, and waives any claim of insurance or warranty. Payment for the inspection is made solely for the service provided by the inspector and inspection company in making a limited visual inspection of the property, without invasive investigation or destructive testing, and the production of a written inspection report which identifies the conditions actually observed by the inspector; the cost of such inspection and report would be substantially higher if any insurance or warranty were made. As consideration for the lower cost of inspection made possible by the foregoing waiver of insurance and warranty, Client agrees that the inspector's and inspection company's liability under this agreement shall be limited to one hundred fifty percent (150%) of the inspection fee.
12. Should any part of this Inspection Agreement be disallowed by any court or arbitrator the remainder shall be fully enforced.

SCOPE OF INSPECTION

1. VISUAL INSPECTION:

This inspection is a visual inspection only of readily accessible aspects of the property. A home inspection does not include identifying defects that are hidden behind walls, floors, or ceilings. This includes structure, wiring, plumbing, ducting, and insulation that are hidden or inaccessible. The inspector will not conduct any invasive or destructive testing of the property. Safety, accessibility, or other considerations may present the inspector with restrictions in examining specific home elements or components.

2. LIMITED ASSESSMENT

The home inspection will provide you with a basic overview of the condition of the property. This inspection is not technically exhaustive or all encompassing, as your inspector has only a limited amount of time, as well as constraints in

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methodology, to complete the inspection. The inspector is a generalist, not a specialist in all disciplines, and may refer the home owner to specialists for further investigation of certain items.

3. CONTEXT OF INSPECTION

This inspection should also be considered in the context of a "snapshot in time", reflecting the conditions of the home at the date of inspection. Future performance of components and elements of the home is outside the context of this inspection. For example, your inspector may not discover leaks that occur only under certain weather conditions. Some conditions noted, such as cracks in foundations, may be either cosmetic in nature or indicators of settlement; however predicting whether an individual condition will present future problems is beyond the scope of the inspection.

4. NOT BUILDING CODE OR BY-LAW COMPLIANCE INSPECTION

Jurisdiction for Building Code, Electrical Code, Gas Code, Fire Code, Plumbing Code, or other statutory or by-law compliance inspections resides with the appropriate mandated authorities. The services provided by your home inspector are not conducted in the context of Code or By-Law compliance inspections. The client acknowledges that it may be necessary to confer directly with the appropriate authorities to determine whether specific conditions comply with Code or By-Law requirements.

5. ENVIRONMENTAL AND AIR QUALITY CONCERNS

This inspection will not assess for environmental or air quality concerns. The scope on inspection does not include examination for hazardous materials that may be on the property, in or behind surfaces, or are constituent to building materials. The inspection does not include determination for irritants, pollutants, toxic materials, or contaminants; presence of mold, spores, or fungus; asbestos, radon gas, or carcinogens; etc. As well, the inspection does not include the determination of presence of insect, bird, rodent, or other infestations.

The client gives Gum Property Inspections Permission to Discuss the findings of the property inspection with the following:

Buyers Agent _____ **YES NO**

Sellers Agent _____ **YES NO**

Property Owners _____ **Yes NO**

OTHERS _____ **YES NO**

INSPECTOR: **Mark Gum (sign)** _____ **Date** _____

Illinois State Inspector License # 450.000112 Expiration date: 11/30/08

Gum Property Inspections, A Sole Proprietorship

P.O. Box 1013, Collinsville, IL 62234

(618) 345-3300 www.gpinspect.net

By signing below, I/we acknowledge that we have reviewed, understood, and accepted the Terms and Conditions and the SCOPE OF INSPECTION described above. I/we also understand that legal liability of the Inspector and the Inspection Company for damages arising from action or inaction, however caused, is limited in amount to one hundred fifty percent (150%) of the fee paid for this inspection.

The fee for the inspection and report is \$ _____.

CLIENT'S Signature: _____

Date: _____

RECEIPT

Inspection Fee: **\$300.00**
Fee 1: **\$0.00**
Fee 2: **\$0.00**
Tax: **\$0.00**
Total Fee: **\$300.00**

Received by: Gum Property Inspections

Inspector: _____
Mark Gum IL Lic # 450.0000112

Signature above acknowledges receipt of payment in full to Gum Property Inspections on "Inspection Date" noted above.