

## **TERMS AND CONDITIONS**

### **THIS CONTRACT LIMITS LIABILITY**

It is agreed by all that this inspection is to be performed according to the following terms and conditions:

1. Kinsella Home Inspections will provide the Client a limited-time visual inspection of the following readily accessible and visible pertinent, major elements existing in the structure on the date of inspection: central air conditioning, central heating, interior electric, interior plumbing, foundation, basement, roofing, siding, walls, floors, ceilings, and built-in kitchen appliances.

Kinsella Home Inspections shall have no obligation to repair or replace any items found to be defective, whether or not discussed in the Kinsella Home Inspections' written report. Conditions that may exist relating to any legal and/or public records are outside the scope of this inspection.

Kinsella Home Inspections cannot determine during the inspection that the roof leaks or is watertight; the rating is on material condition only. Further, this inspection does not cover code compliance, soil or groundwater contamination, geological, design, adequacy evaluation, or any low voltage wiring. Kinsella Home Inspections reserves a 5% margin or tolerance. This inspection will include the above elements unless otherwise restricted by the client. At times, conditions may exist and may not have any visible signs to indicate its existence. Such items must be disclosed by the seller of the property. Kinsella Home Inspections recommends that Client seek the advice of his or her legal counsel and/or real estate agent to identify items subject to disclosure in additions to those set forth in Kinsella Home Inspections written inspection report. Kinsella Home Inspections inspections are performed with consideration given to the age of the structure, items marked good must in all cases be considered good for the age of the item. Also, items in less than good condition must be marked as such, even though the condition may be normal for the age. Opinions vary from person to person and the report is the opinion of the inspector and must be considered as such. This report is not a mold or hazardous materials inspection.

2. Payment of the fee entitles client to one original of the written inspection report including photographs. Payment, in check or cash is due prior to the start of the visual inspection. The liability of Kinsella Home Inspections is limited to the terms and conditions as set forth in this contract between Kinsella Home Inspections and the Client. Client expressly releases

Kinsella Home Inspections from any and all claims arising out of the contract.

3. Client represents and assures Kinsella Home Inspections that Client has secured all approvals necessary for entry onto the premises to be inspected. Client further agrees to defend, indemnify and hold harmless Kinsella Home Inspections from demands or claims alleging a trespass upon the premises to be inspected. It is the responsibility of the Client or Agent to ensure the utilities are on at the time of inspection. Kinsella Home Inspections recommends checking for permits on all additional construction performed on the property after the original construction.

4. This contract, with its terms, conditions and disclosures, constitutes the entire agreement between Kinsella Home Inspections and Client. Both parties agree that there is no representation, statement or agreement not set forth herein or incorporated by reference. No waiver, alteration or modification of this contract shall be valid unless it is in writing and signed by an authorized representative of both parties. This contract shall be construed and governed by the laws of the State of Illinois. For all areas marked outside of good condition, Kinsella Home Inspections recommends proper attention by an appropriate licensed contractor.

5. Kinsella Home Inspections has no liability for occupied/unoccupied homes and structures, and the inspection is only good until the inspector leaves the property. Disgruntled sellers/squatters often change the condition of the property and no guarantees will be made by Kinsella Home Inspections.

6. I have read the Terms and Conditions of this inspection and accept them, and also accept the Waiver Conditions.

7. I have full authority to execute this contract. I fully understand the fact that only the original buyer on this contract shall be entitled to the information contained in the inspection report/contract.

8. Client shall be liable for Kinsella Home Inspections attorney's fees in the event of litigation. Any negative comments/actions reflected on/towards Kinsella Home Inspections shall be grounds for a slander-suit for defamation of character in a court of law. The defamation of character suit shall be filed against the instigator of said comments/actions.

9. The 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 claimed by reasons of acts or neglects of Kinsella Home Inspections for the purpose of inspecting the property.

10. I have read and understand the terms and conditions of this contract as set forth on the front of this form. I fully understand that if there is no signature on the line below, this inspection report shall be null and void.