



INSPECTION AGREEMENT

With your authorization, MacDonald Property Inspections will complete a property inspection conducted in accordance with the standards of practice of The State Of Illinois and The International Association of Certified Home Inspectors (InterNACHI) a copy of which is available upon request and can be read and downloaded from the Internet at nachi.org The inspection is that of a generalist and has clearly defined limitations. It is performed on-site within a few hours and does not include any warranty or guaranty. By contrast, specialist inspections take considerably longer, typically include the use of specialized instruments, could involve sampling or destructive testing and commonly include some form of guaranty. Specialized inspections are essential to evaluate soil conditions, determine structural movement, establish the quality of air and water, or reveal the presence of harmful environmental contaminants such as radon, methane, asbestos, lead, formaldehyde, electro-magnetic radiation, molds and fungi, and other wood-destroying organisms, all of which are beyond the scope of a generalist inspection. Therefore, please be aware of the limitations of a generalist inspection: It is not a code-compliance inspection and does not include any research, such as that necessary to establish boundaries, easements, or the issuance of permits and it should not be used as a substitute for the Transfer Disclosure Statement, which the sellers are required to provide by civil code.

Similarly, and in accordance with State and InterNACHI standards, MacDonald Property Inspections does not evaluate or endorse any components that are not visually accessible and does not include any destructive testing or dismantling. These include, significant portions of most chimney flues, the interior of furnace heat exchangers, air-conditioning coils, subterranean or concealed ducts, pipes, conduits, and those within walls, floors, or ceilings, the slab beneath carpets, the waterproof membrane beneath roofs, balconies, or shower pans, and any component concealed by furnishings. Also, MacDonald Property Inspections does not evaluate or endorse the following specific components: computerized systems, radio or remotely controlled components, central vacuum systems, alarm systems,

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smoke detectors, fire alarms, carbon monoxide detectors, telephone, cable, or intercom systems, private sewage systems, private water supply systems, water softeners, water circulating devices, water filtration or purification devices, automatic sprinklers, the hermetic seal of dual-glazed windows or skylights, solar systems, fire-sprinkler systems, shut-off valves that are not in daily use, elevators, dumb-waiters, funiculars or similar mechanical means of transport, saunas, steam showers, humidifiers, electronic air cleaners, in-line duct-motors or dampers, washers and dryers, their valves and drain pipes, condensate pumps, thermostats, timers, clocks, rotisseries, portable or free-standing appliances, retaining walls, landscaping or landscape items, including decorative and low-voltage lighting, portable spas, fountains and ponds, barbecues, fire-pits, pool-sweep assemblies, in-line chlorinators, or similar devices dispensing bromine or ozone, and the coatings on pools, spas, countertops, fixtures, appliances, decks and walkways. In addition, MacDonald Property Inspections does not tacitly endorse or guarantee the integrity of any structure or component that was built or installed without permit, and which could include latent defects, or any item that may have been subject to a manufacturer's recall. If inspection is desired of any of the areas/items, systems or components listed above, then Client shall contact the appropriate specialists. What MacDonald Property Inspections provides is a conscientious but essentially visual inspection and evaluation, recommendations for appropriate specialist service, and any consultation that may be necessary. In return, and in consideration of the fee, you are agreeing with your signature to abide by the terms and conditions of this contract, including the following clauses that you are required to initial to indicate your consent.

I agree and understand that I have requested MacDonald Property Inspections to perform a "generalist" inspection, in lieu of a "specialist" inspection that would cost more and require the services of licensed specialists.

Initials: _____

I agree and understand that MacDonald Property Inspections does not evaluate or endorse any components that are not visually accessible. These include significant portions of most chimney flues and the interior of furnace heat exchangers.

Initials: _____

I agree and understand that MacDonald Property Inspections does not evaluate or endorse personal or portable appliances including washers and

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dryers, their valves and drain pipes.

Initials: _____

I agree and understand that I should read the entire inspection report, and follow every recommendation for service or further evaluation by a specialist.

Initials: _____

I agree and understand that if a specific component or condition is recommended by MacDonald Property Inspections for service and that such service is not undertaken and documented that MacDonald Property Inspections shall be held harmless for any subsequently alleged defects or deficiencies regarding that specific component or condition.

Initials: _____

I agree and understand that whereas MacDonald Property Inspections may report on suspicious stains or moisture damage, they are not environmental hygienists and are not licensed or authorized to identify mold or fungi.

Initials: _____

I agree and understand that MacDonald Property Inspections shall be held harmless for any defects or deficiencies that are alleged to exist beyond a period of one (1) year following the date of the inspection report.

Initials: _____

I agree and understand that, with the exception of emergency measures, I will not alter, repair, replace, correct, or modify any disputed component or condition without giving MacDonald Property Inspections or their representatives the right to re-inspect and evaluate.

Initials: _____

I agree and understand that I will attempt to resolve any dispute informally. Should such an attempt fail, I agree to submit the dispute to binding arbitration under the rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc., and that the decision of the appointed arbitrator shall be honored and binding on all parties and be entered in any Court of competent jurisdiction.

Initials: _____

I agree and understand that if any portion of this contract is judged to be invalid or unenforceable by any court or arbitrator that the remaining terms and conditions shall remain in effect and be binding on all parties.

Initials: _____

MacDonald Property Inspections

I agree and understand that MacDonald Property Inspections is in no way responsible for the connection, activation of or de-winterization of any appliance or utility and will not open gas or water valves, light pilot lights or fueled appliances, activate electrical services or breakers that are found to be turned off, cut or tamper with any locked components or areas. The Client is solely responsible for ensuring that all utilities are turned on, that all breakers are turned on, that all water and fuel valves are open, that all pilot lights are lit, that all rooms, closets, attics and crawl spaces are unlocked and readily accessible without the need to move or relocate any items, and that components such as but not limited to gas meters, water meters, water heaters, air conditioners, furnaces and electrical panel boxes are clearly accessible during the scheduled inspection. Return visits or re-inspection of any item(s) will be subject to an additional fee of \$200.00/hour or any portion thereof with customary mileage charges applied. This fee is payable at time of the re-inspection prior to final report release. The original Inspection Agreement is in force if a re-inspection of the property is completed.

Initials: _____

I agree and understand that any further site assessments, depositions, subpoenas and or court appearances beyond this Inspection will be contracted separately from this agreement and billed at a separate rate based on time, travel, research and out of pocket expenses for each event. Please contact me to discuss these additional fees starting at \$200.00 per hour.

Initials: _____

AUTHORIZATION

I have read and understood this contract and agree to all of the terms and conditions therein, and authorize MacDonald Property Inspections to complete a "generalist" inspection of the property as described and defined in the standards of practice of The International Association of Certified Home Inspectors (InterNACHI). In the event this document is signed electronically, all areas that require client initials will be considered initialed by the client's electronic signature.

SIGNED _____ DATE _____

MacDonald Property Inspections MUST RECEIVE A COPY OF THIS AGREEMENT SIGNED BY THE CLIENT BEFORE THE INSPECTION CAN BEGIN.

MacDonald Property Inspections

Client Name:

Location:

Date: 8/5/2010

Inspector: Andrew MacDonald

Signature_____

Total Inspection Cost: \$0.00

Signature_____

**Andrew MacDonald MacDonald Property
Inspections**