

# Inspection Agreement

*This agreement was signed on 11/12/2021 (09:12AM EST). The signer's IP address was 50.233.222.127.*

WALLS GROUP, INC. " STANDARD LIMITED HOME INSPECTION AGREEMENT, RADON TESTING AND CCTV SEWER SCOPE INSPECTION.



For performing the Home Inspection services for the property at:  
1456 N Bell Ave.  
Chicago, Illinois

The Buyer(s)/Borrower(s) agree to pay Walls Group, Inc. for Standard Limited Home Inspection services and Radon Testing and CCTV Sewer Scope Inspection as detailed below,

Home Inspection: \$610 - \$ 50 (Preferred realtor discount) = \$560

Radon Testing: \$220

CCTV Sewer Scope: \$350

TOTAL FOR ALL SERVICES WILL BE \$1130, which is due at the time of inspection.

This can be paid via personal check, Chase QuickPay or Zelle.

Walls Group Inc. reserves the right to withhold delivery of any or all documentation to the client, lender, agent, etc. due to non-payment at any time until all outstanding balances have been paid in full.

The Inspection of the property at the time of this agreement is scheduled to be performed on Friday, November 12, 2021 at 9 AM .

THIS AGREEMENT made this 1st day of February, 2021, by and between The Walls Group (hereinafter INSPECTOR) and the undersigned (CLIENT), collectively referred to herein as the parties. The Parties understand and voluntarily agree as follows:

Payment is due in full at the start of the inspection. Walls Group Inc. reserves the right to withhold delivery of any or all documentation to the client, lender, agent, etc. due to non-payment at any time until all outstanding balances have been paid in full.

The building inspection services being provided are conducted in accordance with nationally recognized standards of practice and is for the purpose are in effort to identify major deficiencies. Minor deficiencies may be identified and reported but it is not the intention nor a requirement of this inspection to list them all.

It is understood and agreed that Walls Group, Inc. INSPECTOR is not providing any services as an insurer and that the inspection report and other documentation or services provided are not intended to be or construed as any form of guarantee or warranty of the adequacy, condition, serviceability, or performance, etc. of any structure, item, or system at the property where services are provided and the CLIENT releases and exempts Walls Group, Inc., their employees, agents and associates from all liability, error's and omissions, and responsibility for the costs for repairing or replacing any unreported defect or deficiency.

THE STANDARD LIMITED HOME INSPECTION BEING PROVIDED IS AS FOLLOWS:

1. INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained- for report. The report is only supplementary to the seller's disclosure.
2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance with the current Standards of Practice of the International Association of Certified Home Inspectors (InterNACHI) posted at <https://www.nachi.org/sop.htm>. Although INSPECTOR agrees to follow InterNACHI's Standards of Practice, CLIENT understands that these standards contain limitations, exceptions, and exclusions. CLIENT understands that InterNACHI is not a party to this Agreement and has no control over INSPECTOR or representations made by INSPECTOR and does not supervise INSPECTOR. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for the presence of radon a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for mold. Unless otherwise indicated in a separate writing, CLIENT understands that INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers, issues or damages arising from asbestos, lead paint, formaldehyde, molds, soil contamination, insects, pests, environmental hazards or violations.
3. The inspection and report are for the use of CLIENT only, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release INSPECTOR (including employees and business entities) from any liability whatsoever. Any third parties who rely on the report in any way also agree to all provisions in this Agreement. INSPECTOR'S inspection of the property and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law. If any structure or portion of any structure that is to be inspected is a log home, log structure or includes similar log construction, CLIENT understands that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roofs or similar defects.
4. 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 and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses 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.
5. 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. Any agreement for such additional inspections shall be in a separate writing.

6. 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.

7. 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 claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims. CLIENT further understands that any legal action against InterNACHI itself allegedly arising out of this Agreement or INSPECTOR's relationship with InterNACHI must be brought only in the District Court of Boulder County, Colorado. No such action may be filed unless the plaintiff has first provided InterNACHI with 30 days written notice of the nature of the claim. In any action against INSPECTOR and/or InterNACHI, CLIENT waives trial by jury.

8. If any court declares any provision of this Agreement invalid, 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 shall be enforceable against any party unless it 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.

9. Payment of the fee to INSPECTOR (less any deposit noted above) is due at the time of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including collection and 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 and to the terms of this agreement.

10. If CLIENT requests / requires a reinspection, the reinspection is also subject to all the terms and conditions set forth in this agreement. Reinspection fees are set and or adjusted at the discretion of Walls Group, Inc. Fees for Reinspection typically are a minimum rate of \$250, plus any applicable mileage & travel costs. The reinspection rate includes for time not exceeding 30 minutes at the property. Should the reinspection time extend beyond the 30 minutes allowed additional time at the inspectors discretion will be billed at \$95 / hour or part thereof.

Note: Reinspection fees will be increased for larger homes and multi unit buildings.

11. Walls Group Inc, requires reasonable and safe access to roof and crawlspace areas, any areas not reasonably accessible will be noted as such, roof access must be safe and reasonable access with a 16' ladder. Should roof access not be safely accessible with a 16' ladder and be required additional costs for ladder rental fees and/or return trip fees will apply.

12. This Agreement is not transferable or assignable. Our inspection and report are for your use only. You give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We

are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

13. Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.

14. 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 claimed by reasons 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.

15. Cancellations:

a. If the Inspection is not cancelled prior to one hour of the scheduled inspection time by the Buyer(s) / Borrowers / Sellers or their Agent(s) and the Inspector and/or Technicians have not started or provided any services a cancellation fee of \$250 will be due. This also applies if access into the property is delayed more than 20 minutes when Walls Group at their discretion may elect to cancel and /or postpone the Inspection.

b. Cancellation Fee(s) after the start of the inspection or services are as follows: Walls Group Single Inspector \$250 for 1st hour plus \$95 per hour or part thereof after the 1st hour, plus any applicable mileage fees (mileage fees are based on jobs more than 30 miles round trip from the Walls Group, Inc.'s Naperville, IL. place of business and charged at current IRS allowable rates).

d. Ancillary Service Technicians (Radon, WDO/Insects, CCTV Sewer Scope, etc.) cancellation fees, trip fees, and delay of radon pick up fees will be charged as follows; trip fees are charged when our technicians arrive at the project and cannot perform Radon testing or CCTV Sewer Scope inspections by no fault of Walls Group, Inc. at a minimum of \$95 for each technician scheduled to preform said services during the scheduled time of the inspection, plus any applicable mileage fees (mileage fees are based on jobs more than 30 miles round trip from the Walls Group, Inc.'s Naperville, IL. place of business and charged at current IRS allowable rates), plus any applicable mileage fees (mileage fees are based on jobs more than 30 miles round trip from the Walls Group, Inc.'s Naperville, IL. place of business and charged at current IRS allowable rates).

NOTE: If Radon Testing equipment has been pre-set and the inspection is cancelled after the initial setting of the equipment the full agreed upon Radon Testing Fee will be due. Any delays to the picking up of Radon testing equipment at the pre-scheduled time will be billed at \$150 per day.

NOTE: Should your scheduled CCTV Sewer Scope not be able to be performed due to blocked access, no clean out, check valves, etc. a trip fee in the amount as referenced above shall be charged.

All cancellation fees, trip fees, etc. will be due immediately to Walls Group, Inc.

#### OPTIONAL RADON TESTING / SCREENING & REPORT

At the time of this Agreement you have elected / agreed to have Radon testing performed at the property. The Radon Testing Fee is in addition to our fee for the home inspection and/or other

services provided as listed above and is only added upon request for Radon Testing. Walls Group, Inc. and the undersigned (hereinafter CLIENT), collectively referred to herein as the parties. The Parties Understand and Voluntarily Agree as follows:

1. Walls Group, Inc. and/or their Associates agree to have performed short term Radon testing/screening of the home/building to measure the radon level in the air by the use of an approved short-term charcoal collection device, will require a minimum of 48 hours but may take longer. Walls Group Inc. shall have delivered the testing device to a recognized laboratory and, upon availability of these independent results, provide CLIENT with a written short term radon testing/screening report identifying the results of such analysis.

DISCLOSURE: Radon is a colorless, odorless radioactive gas that may be harmful to humans. The amount of radon in the air is measured in picocuries of radon gas per liter of air, or pCi/L. While any radon exposure creates some risk to health, a level of 4 pCi/L or higher is generally considered dangerous by the EPA, which recommends that remedial measures be taken to reduce or eliminate radon from the home/building.

2. Under this Agreement, Walls Group, Inc. and/or their Associates shall only report the results of the Radon analysis to CLIENT and Walls Group, Inc. and/or their Associates shall in no way be responsible to correct or mitigate radon in the home/building. As a courtesy, Walls Group, Inc. and/or their Associates may offer comments related to methods for the mitigation of radon in the home/building, but these comments will not create any obligation of Walls Group, Inc. and/or their Associates to develop any mitigation plan or perform the implementation of such plan. Whether or not the presence of radon in the home/building is detected, CLIENT shall be responsible to pay for the bargained-for radon inspection report. The report is only supplementary to the seller's disclosure.

3. Unless otherwise inconsistent with this Agreement or not possible, Walls Group, Inc. and/or their Associates agrees to perform the short term Radon testing/screening in accordance with current industry standards. CLIENT also understands that InterNACHI is not a party to this Agreement and that InterNACHI has no control over Walls Group Inc. or representations made by Walls Group, Inc. and /or their Associates and does not supervise Walls Group, Inc. and/or their Associates. Unless otherwise indicated below, CLIENT understands that Walls Group, Inc. and/or their Associates will NOT be testing for mold in conjunction with this radon inspection.

4. The short term Radon testing/screening and report are performed and prepared for the use of CLIENT, who gives Walls Group, Inc. and/or their Associates permission to discuss observations with real estate agents, owners, repair persons, and other interested parties. Walls Group, Inc. and/or their Associates accept no responsibility for use or misinterpretation by third parties. Walls Group, Inc. and/or their Associates short term radon testing/screening of the home/building 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 to the fullest extent allowed by law.

5. Walls Group, Inc. and/or their Associates assumes no liability for inaccurate data furnished by the outside radon testing laboratory referred to herein. CLIENT agrees to abide by certain instructions provided by Walls Group, Inc. and/or their Associates for the proper testing, detection and analysis of Radon gas levels in the home/building, and Walls Group, Inc. and/or their Associates shall not be liable for any negligence or other interference in this regard by CLIENT or his invitees during the testing period. Walls Group, Inc. and/or their Associates shall not be responsible for the cost of

developing or implementing a radon mitigation plan, and further shall not be liable for detection of deficiencies, whether patent or latent, not otherwise part of an independent home inspection contract with Walls Group, Inc. and/or their Associates, merely as a result of Walls Group, Inc. and/or their Associates presence at the home/building. CLIENT acknowledges that the liability of Walls Group, Inc. and/or their Associates, 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 Walls Group, Inc. and/or their Associates 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 Walls Group, Inc. and/or their Associates, 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 Walls Group, Inc. and/or their Associates and CLIENT; and (iii) to enable the Walls Group, Inc. and /or their Associates to perform the short term radon testing/screening at the stated fee.

6. Walls Group, Inc. and/or their Associates does not perform any other job function requiring an occupational license in the jurisdiction where the Radon 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 short term Radon testing/screening, and for additional fee, perform additional inspections and otherwise create or implement certain radon mitigation plans or systems beyond those within the scope of the basic radon inspection. Any agreement for such additional services shall be in a separate writing or noted here:

None.

7. In the event of a claim against Walls Group, Inc. and/or their Associates, CLIENT agrees to supply Walls Group, Inc. 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 Walls Group, Inc. and/or their Associates and its agents from any and all obligations or liability of any kind.

8. 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 Walls Group, Inc. has its principal place of business. In the event that CLIENT fails to prove any adverse claims against Walls Group, Inc. and/or their Associates in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of Walls Group, Inc. and/or their Associates in defending said claims. CLIENT further understands that any legal action against InterNACHI itself allegedly arising out of this Agreement or Walls Group, Inc. and/or their Associates relationship with InterNACHI must be brought only in the District Court of Boulder County, Colorado.

9. 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 Walls Group, Inc. and/or their Associates or its agents shall be binding unless reduced to writing and signed by Walls Group, Inc. and/or their Associates. 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 Walls Group, Inc. and/or their Associates

after one year from the date of the inspection.

10. The homeowner must comply with our instructions, related to the needs and requirements for radon screening/testing.

11. Should the test results be negated for any reason beyond Walls Group Inc.'s control the initial fee for this service shall still apply, and should re-testing be required additional fees will apply.

12. This Agreement is not transferable or assignable. Our inspection and report are for your use only. You give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

#### OPTIONAL / CCTV SEWER SCOPE INSPECTION (main drain line inspection only)

At the time of this Agreement you have elected / agreed to have a CCTV Sewer Scope Inspection (main drain line only) performed at the property. The CCTV Sewer Scope Inspection Fee is in addition to our fee for the home inspection and/or other services provided as listed above and is only added upon request for a CCTV Sewer Scope Inspection.

Walls Group, Inc. and the undersigned (hereinafter CLIENT), collectively referred to herein as the parties. The Parties Understand and Voluntarily Agree as follows:

Walls Group, Inc. has been retained by the Undersigned / Client to provide CCTV (main drain line inspection only), with report. The conditions of the drains observed are those of the day of the CCTV main drain inspection only. A CCTV survey alone is not be a guarantee of water tightness, proper pitch of drain lines, integrity of the pipe joints, or to determine the life expectancy, etc. The CCTV main drain line inspection is based entirely upon a visual examination obtained from CCTV equipment in effort to determine if there are major damages, large cracks, separations, and /or blockages. The CCTV inspection may be limited due to multiple 90 degree bends or distances in excess of 200 feet. Homes / Buildings that have multiple 90 degree bends, obstructions, check valves, excessive distance between the main drain clean out and the city sewer systems may not be able to be fully inspected.

The Undersigned agrees to pay the costs as explained herein for CCTV main drain line inspection services. Should testing not be possible due to the presence of check valve(s), lack of reasonable and safe access to clean outs, blocked areas, missing piping, etc. with no fault by Walls Group, Inc. a service / show up fee will be due at minimum cost of \$95 (based on mileage, waiting time, etc.) will be due.

**NOTE: IT IS NOT POSSIBLE TO KNOW THE CONDITIONS OF A PROPERTY PRIOR TO OUR ARRIVAL TO PERFORM A CCTV SEWER SCAN. THEREFORE, IF THE HOME HAS CLEAN OUT ACCESS POINTS CANNOT BE FOUND OR ACCESS IS BLOCKED, ETC. AND THE CCTV SEWER SCAN CANNOT BE PERFORMED AS DETERIMEND BY OUR TECHNICIAN, A TRIP FEE OF \$95 WILL BE APPLIED AND RE-SCHEDULING AFTER ACCESSIABLE ACCESS HAS BEEN PROVIDED WILL BE NECESSARY.**

Any other reasons, and/or cancellation of the testing (within one and a half of an hour prior to or at the time of inspection by no fault of Walls Group, Inc.) a cancellation fee of \$95.00 shall be due to Walls Group, Inc.

Access to the property must be able for testing to start within 20 minutes of the scheduled time, after 20 minutes without access, a fee of \$50 / per half hour increment for waiting time may be applied at the discretion of Walls Group, Inc. Should access to the property after a period of 45 minutes past the scheduled testing time Walls Group, Inc. may at their discretion consider the appointment cancelled and apply a service / trip fee at minimum cost of \$150 (based on mileage, waiting time, etc.).

In order for Walls Group, Inc. to provide CCTV main drain line inspection the Undersigned / Client Agrees and understands that Walls Group, Inc. Assumes No Risk of Personal Injury and/or Damages that may occur during and/or as a result of these services,

Walls Group, Inc. does not as any part of the testing services; 1) provide any repairs, corrections, plugging, capping of piping or other plumbing type services to the plumbing system(s) prior to, during, or after testing. 2) Provide locations of leaks that may be present in the plumbing system(s). 3) Provide any evaluation of the functionality of the plumbing / piping systems (other than the results of the CCTV main drain line inspection services). 4) Provide any de-winterizing, re-winterizing, or other related services.

The Undersigned / Client agrees to indemnify, defend and hold harmless the Walls Group, Inc. and their agents, employees, affiliates, successors and assigns from and against any and all losses, liabilities, damages, claims, fines, causes-of-action deficiencies, costs and expenses (including reasonable attorneys fees and other litigation expenses) based upon, arising out of, or otherwise related to Walls Group, Inc. provide CCTV main drain line inspection services.

Client also agrees to release the Walls Group, Inc. from any and all liabilities, damages, claims, fines, causes of action, including, but not limited to, negligence, gross negligence, deficiencies, costs and expenses based upon, arising out of, or otherwise related to the Walls Group, Inc. providing CCTV main drain inspection services.

THE LAW of the state/province of Illinois will govern the interpretation and enforcement of this Agreement. In the event of a claim against Walls Group, Inc. arising out of this Agreement, Undersigned / Client agrees to supply Walls Group, Inc. with the following: (1) written notification of the claim within 14 days of discovery; and (2) access to the premises. Failure to comply with the above conditions is a bar to any action against Walls Group, Inc.

Undersigned / Client acknowledges that the liability of Walls Group, Inc. for claims of damages, costs of defense or suit, attorneys' fees and expenses, and payments arising out of or related to the Walls Group, Inc. negligence or breach of any obligation under this Agreement shall be limited to liquidated damages in an amount equal to the fee paid to the Walls Group, Inc., and this liability shall be exclusive. Client waives any claim for consequential, exemplary, special or incidental damages.

If Either Party institutes legal proceedings to enforce any provision of this Agreement and Walls Group, Inc. prevails, Walls Group, Inc. will be entitled to recover (in addition to all other available damages and remedies) its costs and expenses incurred therein, including, without limitation, its attorneys' fees. The exclusive venue for any such litigation will be in the county where Walls Group, Inc. has his principal place of business. The parties waive trial by jury. Undersigned / Client shall have no cause of action against Walls Group, Inc. after one year from the date of the CCTV main drain line inspection services.



Undersigned / Client expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the state/province of Illinois. If any provision or portion of this Agreement is determined to be illegal or unenforceable in any respect, such determination will not affect the validity or enforceability of any other provisions, each of which will be deemed to be independent and severable.

If any court having jurisdiction 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 Walls Group, Inc. or its agents shall be binding unless reduced to writing and signed by a corporate officer of Walls Group, Inc. 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 will be effective immediately upon execution. If the property owner (or the Undersigned / Client acting on behalf of the owner) has signed a separate inspection agreement, that agreement remains in full force and effect, except as modified herein.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Release and Hold-Harmless Agreement, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration, fully intending to be bound by same.

**GENERAL CLIENT AUTHORIZATION TO RELEASE INFORMATION AND RELEASE OF LIABILITY**  
Client hereby authorizes the Walls Group, Inc. and/or Consultant to release information and/or allow related documentation, discussions, and negotiations on behalf of the Client related to the deemed fair market pricing to perspective contractors and lenders. Client takes full responsibility for any and all liabilities that may result from this action. Client further acknowledges that he understands that any and all pricing established by consultant is simply the Walls Group, Inc.'s and/or Consultants best estimate of fair market pricing for said construction, renovations, repairs and/or services, etc. Client understands that further due diligence may result in price changes. Client understands and acknowledges that Walls Group, Inc. shall not be held responsible for any deviations that may occur in; "bills of material", "pricing increases", "product qualities", "contractors mark-up", "product quality selections", "availability of product", etc.

The client agrees to indemnify, defend and hold harmless the Walls Group, Inc. and/or Consultant, contractor and lender, and their employees, and agents of and from all claims, actions, demands for damages (including liquidated or consequential damages) received or sustained by any person or persons or property, arising out of or occasioned by the acts of the Walls Group, Inc. and/or Consultant, or his agents or employees, except in cases of willful misconduct or gross negligence of the consultant, or his agents or employees, for the work and or pricing performed by the consultant during terms of the agreement and thereafter.

It is further agreed that all terms and condition contained in the Walls Group, Inc. and/or Consultants liability contract between client and consultant shall still apply.

#### **AUTHORIZATION TO RELEASE INFORMATION, PHOTOGRAPHS, AND RELEASE OF LIABILITY**

Client hereby authorizes the Walls Group, Inc. to release and use information and/or allow related inspection report, documentation, photographs, or have discussions on with Buyers Realtor(s), Buyers Lender(s), Appraiser, and/or other relevant parties involved with the real estate transaction.

The client agrees to allow the Walls Group, Inc. to use photographs taken by or provided to Walls Group, Inc. of the project /property for research, advertising and promotional purposes, including website advertising without limitation.

The client agrees to indemnify, defend and hold harmless the Walls Group, Inc. and/or Inspector(s), and their contractors, employees, and agents, etc. from all claims, actions, demands for damages (including liquidated or consequential damages) received or sustained by any person or persons or property, arising out of or occasioned by the acts of the Walls Group, Inc., or their agents or employees, except in cases of willful misconduct or gross negligence of the Walls Group, Inc., or their contractors, agents, etc. or employee's during terms of the agreement and thereafter.

#### COVID-19 AMENDMENT TO THIS AGREEMENT

Due to the current escalation of the Corona Virus (COVID-19), we as with most all of the Renovation Consulting Industry professionals, for the health and safety of all have had to implement Covid-19 procedures and policy to continue to provide our services. We have temporarily adopted the policy of limited and /or no direct contact with clients, realtors and other persons at the inspections.

So what this means is that we no longer will be allowing for clients or others to shadow us during our inspections. Buyers only (no children, relatives, friends, etc.) are being allowed to attend the inspection but again cannot shadow the Inspector(s) and /or Technicians. Sellers and their families or tenants will NOT be allowed to remain in the home during the inspection. Realtor Agents are needed to open the home for us and are allowed during the inspection. All persons in attendance must wear a face mask at all times and will be asked to remain in one area during the inspection and maintain the no contact and 6 feet social distancing practice.

As always, feel free to call, email or text with any questions.

Walls Group, Inc.  
630-267-3614  
Dave@WallsGroupInc.com

**CLIENT OR CLIENT'S REPRESENTATIVE HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.**

Client E-Mail Address: rsayler.88@gmail.com

Client IP Address: 50.233.222.127

Client Full Name:

Client Initials:

Client Signature:

Handwritten signature or scribble in black ink.