



Owner Representative Service Agreement

New Horizon Inspection Inc.

License # 451.001305

Address: 8130 W Dempster St. Niles, IL 60714

This Owner Representative Service Agreement (this "Agreement") is entered into and made effective as of _____ (the "Effective Date"), by and between:

(1) NEW HORIZON INSPECTION, INC., an Illinois corporation, with its principal business address at 8130 W Dempster St Niles, IL 60714 (the "Representative"); and

(2) _____, with an address at _____ (the "Client").

Representative and Client may be referred to herein individually as a "Party" and collectively as the "Parties."

1. SCOPE OF SERVICES

1.1 Services. Representative shall act solely as Client's independent Customer Representative for the construction project located at _____ (the "Project"). Representative's duties are expressly limited to:

- (a) performing one (1) visual, non-invasive site visit per calendar week to observe overall progress;
- (b) issuing brief written or verbal progress summaries to Client following each visit;
- (c) conveying Client's instructions, decisions, concerns, or approvals to the Project's contractor(s) or builder(s); and
- (d) assisting Client in completing and submitting permit applications to the applicable village, city, or county authority.

1.2 Exclusions. Representative will not:

- (i) perform code-compliance, structural, mechanical, electrical, plumbing, or safety inspections;
- (ii) direct the means, methods, sequencing, or safety procedures of any contractor;
- (iii) supervise or control contractors, subcontractors, suppliers, designers, or their personnel;
- (iv) guarantee or warrant costs, schedule, workmanship, or quality; or
- (v) provide legal, architectural, engineering, financial, or accounting services.

2. CLIENT RESPONSIBILITIES

Client shall:

- (a) engage and contract directly with the Project's contractor(s) and pay all construction costs;
- (b) provide Representative reasonable access to the Project site during normal business hours;
- (c) furnish accurate information, drawings, and authorizations necessary for permit applications and communications; and
- (d) render timely decisions when requested by Representative or contractor(s).

3. COMPENSATION

3.1 Fee. Client shall pay Representative a fee of \$_____ plus reimbursement of pre-approved out-of-pocket expenses. The full amount of the agreed fee shall be paid in full by the Client either (a) prior to Representative's second visit to the Project site, or (b) immediately following the first site visit, whichever occurs first.

3.2 Invoices & Payment. Representative will invoice before the start of the project and signed agreement. Payments are due within fifteen (15) calendar days of Client's receipt of invoice. Late payments bear interest at 2.0% per month (or the maximum rate allowed by law, whichever is lower).

4. TERM & TERMINATION

4.1 Term. This Agreement commences on the Effective Date and continues until the earlier of (a) final completion of the Project or (b) termination pursuant to Section 4.2.

4.2 Termination. Either Party may terminate this Agreement for convenience upon seven (7) days' written notice, or immediately for cause if the other Party materially breaches this Agreement and fails to cure within three (3) business days after written notice.

4.3 Effect of Termination. Client shall pay Representative all fees earned and expenses incurred through the effective date of termination.

5. LIMITATION OF LIABILITY & DISCLAIMER

5.1 No Control of Construction. Client acknowledges that all construction work is performed by independent contractor(s) engaged by Client. Representative has no authority or responsibility for—and shall not be liable for—any act, omission, error, defect, delay, cost overrun, property damage, personal injury, or other loss caused by any contractor, subcontractor, supplier, designer, or by Client, whether occurring before, during, or after completion of the Project.

5.2 Visual Observation Only. Representative's observations are limited to readily visible conditions on the date of each site visit. Representative makes no representations or warranties, express or implied, regarding concealed conditions, code compliance, structural integrity, or the performance of materials or workmanship.

5.3 Limitation of Damages. In no event shall Representative's aggregate liability to Client exceed the total fees actually paid to Representative under this Agreement. Representative shall not be liable for any consequential, incidental, special, or punitive damages.

6. INDEMNIFICATION

Client shall defend, indemnify, and hold harmless Representative and its directors, officers, employees, and agents from and against all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) the acts, omissions, or breaches of Client or any contractor or supplier on the Project; and (b) Client's violation of applicable laws or regulations.

7. DISPUTE RESOLUTION

7.1 Good-Faith Negotiation. Any disagreement arising between Client and Representative (including any employee or contractor of New Horizon Inspection, Inc.) shall first be discussed in good faith within ten (10) days after written notice of the dispute.

7.2 Mediation. If the Parties are unable to resolve the dispute within fifteen (15) days after such notice, either Party may demand non-binding mediation administered by the American Arbitration Association ("AAA") in Cook County, Illinois, with the mediation fees split equally.

7.3 Arbitration DISPUTE RESOLUTION – ARBITRATION CLAUSE: The Client agrees that any dispute, controversy, or claim—including but not limited to breach of contract, negligence of any type, fraud, or misrepresentation—arising out of or relating to this Agreement, the Representative's services, the inspection, or any inspection report shall be submitted to final and binding arbitration under the Rules and Procedures for the Expedited Arbitration of Home Inspection Disputes of Construction Dispute Resolution Services, Inc. (<https://www.constructiondisputes-cdrs.com>) or Resolute Systems, Inc., or under the rules of any organization administering arbitration in accordance with the Rules and Procedures of the American Arbitration Association. Arbitration must be commenced within two (2) years of the date of the inspection. Judgment on the arbitral award may be entered in any court having jurisdiction.

NOTICE: THE PARTIES UNDERSTAND THAT, BY AGREEING TO ARBITRATION, THEY ARE WAIVING ANY RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES IN COURT AND TO HAVE A JUDGE OR JURY DECIDE SUCH DISPUTES.

7.4 Costs & Fees. Unless the arbitrator's award states otherwise, each Party shall bear its own attorneys' fees and costs, and the arbitration fees shall be split equally.

8. INDEPENDENT CONTRACTOR

Representative is, and shall remain, an independent contractor. Nothing herein creates any joint venture, partnership, fiduciary, employment, or agency relationship (other than the limited agency necessary to transmit Client decisions to the contractor/builder).

9. INSURANCE

Representative shall maintain, at its own expense, commercial general liability insurance with a policy limit of not less than \$1,000,000 per occurrence.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict-of-laws rules.

11. MISCELLANEOUS

11.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous oral or written agreements relating to the subject matter hereof.

11.2 Amendment. Any amendment or modification must be in writing signed by both Parties.

11.3 Severability. Client and Representative agree that, should any court of competent jurisdiction determine or declare that any portion of this Agreement is void, voidable, or unenforceable, the remaining provisions and portions shall remain in full force and effect.

11.4 Assignment. Neither Party may assign or transfer any rights or obligations hereunder without the prior written consent of the other Party, except that Representative may assign this Agreement to a successor entity in the event of a merger or sale of substantially all assets.

11.5 Electronic Signatures. Signatures delivered by electronic means (e.g., PDF or e-signature platform) shall be deemed originals and fully enforceable.

12. INCLUSIONS AND EXCLUSIONS OF THIS SERVICES AND REPORT

NON-EXHAUSTIVE LIMITATIONS: This standard service looks for defects or irregularities that are "exposed to view," require repairs estimated to exceed \$500.00, pose a real and present danger to occupants, or require further evaluation by a specialist. It is limited to the readily accessible and visible major systems, components, and equipment of the primary home on the property. Certain items are randomly sampled; hidden damages, concealed conditions, public records, building codes, structural stability, engineering tests, and environmental checks are not included in the standard home inspection.

No area that poses a threat to the inspector's safety will be inspected, including steep, slippery, or brittle roofs, attics with insulation that prevents safe footing, and any electrical or mechanical equipment that is shut off, disconnected, or appears potentially hazardous. Certain items are randomly sampled or checked but not all such items will be individually inspected. These items include, but are not limited to: windows, doors, hardware, and screens; electrical outlets, switches, and lights; cabinet and counter-top mounts and functions; insulation type and depth; mortar, paint, and caulking integrity; and roof-covering materials.

The Representative/inspector will not perform destructive or disruptive testing; lift carpets; remove ceiling panels, insulation, or vapor barri-

ers; move appliances, clothing, furniture, or heavy, delicate, or personal items; or check mechanical equipment during inappropriate weather.

The ages of equipment are approximated based on visual appearance. Installations are not checked against manufacturers' recommendations. Only those utilities actually listed on the report are presumed to exist. The following items are excluded from the service we provide: swimming pools and spas; water-softening systems and associated plumbing; smoke alarms without accessible test buttons; solar, security, intercom, antennae, and telephone systems; and roofs not readily and safely accessible from a 13 feet ladder.

This services will not reveal or report: intermittent occurrences; the inner workings of mechanical devices; the integrity of underground or hidden piping; the accuracy of timers or thermostats over a range; small cracks or breaks in chimney flue liners; leakage or seepage occurring intermittently or under unusual weather conditions; the integrity of wire connections in unexposed locations; the presence of pests, chemicals, or environmental hazards; or the adequate performance of mechanical systems under all conditions.

This service concerns exclusively the on-site primary home. It is not made with respect to public records, traffic density, noise, odors, building value appraisal, zoning ordinance conformance, warranty or transfer disclosure, or building/housing code compliance. No engineering, architectural, geological, or structural-hazard analysis is performed. Similarly, the service we provide will not reveal problems with environmental hazards, water quality, air quality, toxic or allergenic substances, or pests and/or wood-destroying organisms.

There is no such thing as the "Perfect Construction Project," and there is no such thing as a "Perfect Inspection." Although New Horizon Inspection, Inc. Inspectors are well trained and promise to inspect the property to the best of their ability, it is unreasonable to expect that all inspections are perfect.

CLIENT authorizes New Horizon Inspection, Inc. inspectors to provide a summary and/or report to specific persons and/or companies as may be reasonably necessary to facilitate the Project or as otherwise directed in writing by Client.

It is understood and agreed that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of the inspection only. Latent and concealed defects and deficiencies are excluded from the inspection. No items will be dismantled; no closed valves will be opened. If performed after dark, the entire exterior is excluded from this inspection. The purpose of the inspection is to view the major systems and to give our opinion on these systems. For all systemic issues we will recommend further professional evaluation. The inspectors will not find every flaw in the home; their focus will be on the major systems: structure, electric, plumbing, heating, and cooling.

The inspection and report do not address and are not intended to address the possible presence of danger from any potentially harmful substance or environmental hazards including but not limited to radon gas, lead paint, asbestos, mold, urea formaldehyde, underground storage tanks, toxic or flammable chemicals. Also excluded are inspections of swimming pools, wells, septic systems, chimney interiors, security systems, central vacuum systems, water softeners or sprinkler systems, intercom systems, low voltage decorative lighting, and the presence or absence of rodents, termites, and other insects. Any comments about these systems, items and conditions, and the Summary Section of the written report, are informal only and do not represent an inspection. The services do not cover compliance with or lack of compliance with government building codes.

The Parties agree that New Horizon Inspection, Inc., Wilson Georges, and assigned contractors assume no liability nor responsibility for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage, or bodily injury of any nature. Any liability is limited to the cost of the inspection. The inspection and the report are not intended for, and shall not be used as, a guarantee or warranty, expressed or implied, regarding the adequacy, performance, or future condition of any inspected structure, item, or system or that all deficiencies or problems with the home will be discovered during the limited time of this inspection.

The CLIENT agrees that at the walkthrough prior to completion of the project, the CLIENT will operate all appliances, look for standing water in the basement or crawl space, operate the furnace and the air conditioner (weather permitting), check for hot water, test all plumbing fixtures for leaking, drainage, and operation, and examine the windows. If problems are found, the CLIENT agrees to postpone the completion of the project until all deficient conditions are rectified. The CLIENT agrees to notify the inspector at least seventy-two (72) hours prior to repairing or replacing any such system or component that the CLIENT feels was not in the condition reported by the inspector before repairing or replacing such.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

NEW HORIZON INSPECTION, INC.

CLIENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title (if any): _____

Date: _____

Date: _____