



Roof Inspection Agreement

New Horizon Inspection Inc.

License # 451.001305

Address: 8130 W Dempster St. Niles, IL 60714

THIRD-PARTY ROOF INSPECTION AGREEMENT

NEW HORIZON INSPECTION INC.

This Third-Party Roof Inspection Agreement ("Agreement") is entered into between the person or entity requesting the inspection ("CLIENT") and New Horizon Inspection Inc., Wilson Georges, and any employees, representatives, independent inspectors, consultants, or assigned contractors performing services on behalf of New Horizon Inspection Inc. (collectively referred to as the "INSPECTOR"). For purposes of this Agreement, any contractor, roofing company, subcontractor, installer, builder, developer, property owner, or other party responsible for performing the roofing work being reviewed shall be referred to as the "ROOFING CONTRACTOR."

PURPOSE OF THE INSPECTION

The purpose of this inspection is to provide the CLIENT with an independent, third-party visual assessment of readily accessible portions of newly installed, repaired, replaced, or modified roofing work. The INSPECTOR will act solely in an advisory capacity by visually reviewing the observable condition and apparent workmanship of the roofing installation and documenting selected conditions with photographs and written comments. The inspection is intended to assist the CLIENT in better understanding the apparent condition of the roofing work as it existed on the date of the inspection. The inspection is NOT an approval, certification, guarantee, warranty, engineering evaluation, architectural evaluation, code inspection, manufacturer's inspection, or representation that the roofing installation is free from defects. The INSPECTOR is not responsible for determining whether the ROOFING CONTRACTOR has completely fulfilled its construction contract, warranty obligations, manufacturer requirements, permit requirements, architectural plans, specifications, or other contractual obligations unless a specific document-review service has been separately agreed to in writing.

VISUAL INSPECTION ONLY

This is a limited visual inspection of readily accessible and safely observable areas. The inspection may include visual observations of accessible portions of:

Roof covering materials	Flashing
Roof penetrations	Plumbing vent penetrations
Chimney interfaces	Wall-to-roof intersections
Valleys	Roof edges
Drip edges and edge metal	Gutters and visible roof drainage components
Visible sealants	Visible fasteners
Visible roofing transitions	Ridge and hip areas
Observable workmanship	Observable roof drainage and slope conditions
Other roofing components specifically identified in the inspection report	

The inspection report and photographs document selected observable conditions and are not intended to photograph, describe, or identify every component, installation detail, deficiency, or imperfection. Certain components or areas may be randomly sampled. Inspection of one portion of an installation does not constitute inspection or approval of every similar component or area.

INSPECTION OF NEWLY COMPLETED WORK

The CLIENT understands that many important components of a roofing installation become concealed as the roofing system is installed. The INSPECTOR cannot determine the condition, installation, quantity, spacing, fastening, or workmanship of components that are concealed beneath completed roofing materials. Unless specifically visible during the inspection, the INSPECTOR does NOT verify:

Roof decking or sheathing condition	Under-layment installation	Ice and water protection
Concealed flashing	Concealed fasteners	Fastener quantity, length, spacing, or penetration
Nailing patterns beneath roofing materials	Insulation	Vapor barriers
Concealed drainage components	Concealed membranes	Adhesives
Roof-to-wall connections	Structural connections	Deck attachment
Hidden moisture	Concealed deterioration	Previous roofing layers
Conditions covered before the INSPECTOR arrived		

The INSPECTOR cannot determine whether concealed portions of the installation were installed correctly after those components have been covered. If the CLIENT wants inspection of concealed components, inspections should be arranged during appropriate stages of construction before those components are covered.

NO DESTRUCTIVE OR INVASIVE TESTING

The INSPECTOR will NOT perform destructive, invasive, or disruptive testing unless specifically agreed to under a separate written agreement. The INSPECTOR will not normally:

Remove shingles, membranes, flashing, siding, or roofing materials	Remove fasteners
Open walls, ceilings, soffits, or roof assemblies	Perform roof cuts or core samples
Lift adhered roofing materials	Remove insulation
Remove vapor barriers	Disassemble roofing components
Perform adhesion or pull testing	Conduct structural load testing
Perform laboratory testing	Perform flood testing
Conduct controlled water intrusion testing	Perform infrared or thermal moisture scanning
Perform electronic moisture testing	Perform engineering calculations
Any specialized testing must be separately authorized in writing and may require an appropriately qualified specialist.	

SAFETY AND ACCESS LIMITATIONS

No area that, in the judgment of the INSPECTOR, presents an unreasonable safety risk will be entered, walked, climbed, or inspected from the roof surface. This includes, but is not limited to:

Steep roofs	Wet roofs	Icy or snow-covered roofs
Frost-covered roofs	Slippery roofing materials	Brittle roofing materials
Structurally questionable roof surfaces	Roofs containing excessive debris	Roofs with standing water
Roofs presenting unsafe access	Areas near hazardous electrical equipment	Areas requiring unsafe ladder placement

Areas inaccessible with equipment ordinarily carried by the INSPECTOR

The INSPECTOR has sole discretion concerning whether an area can be accessed safely. The INSPECTOR is not required to walk on any roof merely because another person, contractor, roofer, owner, or representative has previously accessed the roof.

When a roof cannot be safely walked, observations may be made from the ground, ladder, window, adjacent structure, or another reasonably accessible location. Roofs that cannot be readily and safely accessed using a 13- foot ladder are excluded unless alternative access has been agreed upon in advance.

WEATHER CONDITIONS

Weather conditions can materially affect the ability to inspect roofing materials.

Snow, ice, frost, rain, standing water, wet roofing materials, excessive heat, darkness, wind, or other conditions may prevent access to portions or all of the roof. Conditions concealed by snow, ice, water, debris, roofing materials, construction materials, equipment, or other obstructions are excluded from the inspection. The absence of visible leakage during the inspection does NOT establish that the roof is watertight. Roof leakage can be intermittent and may occur only during particular combinations of rainfall, wind, snow, ice, temperature, drainage conditions, or other circumstances that cannot be duplicated during a visual inspection.

NO GUARANTEE AGAINST LEAKAGE

This inspection cannot determine with certainty whether a roof has leaked previously, is presently leaking under conditions not occurring during the inspection, or will leak in the future. A roof may appear properly installed during a visual inspection and subsequently develop leakage. The INSPECTOR makes no warranty or guarantee regarding future roof performance, water tightness, service life, weather resistance, or durability.

MANUFACTURER INSTALLATION REQUIREMENTS

Unless specifically included under a separate written scope of work, the INSPECTOR does NOT certify that roofing materials were installed in complete accordance with manufacturer installation instructions or warranty requirements. Manufacturer installation instructions can vary according to product, roof configuration, geographic area, substrate, slope, climate, fastening method, and other conditions.

The inspection does not constitute approval by the roofing-material manufacturer and does not establish eligibility for any manufacturer's warranty. The CLIENT is responsible for obtaining and reviewing all contractor and manufacturer warranties.

BUILDING CODES, PERMITS AND MUNICIPAL REQUIREMENTS

This inspection is not a municipal building inspection. No representation is made concerning compliance or non-compliance with municipal, county, state, federal, zoning, building, fire, energy, OSHA, or other governmental requirements.

The INSPECTOR does not guarantee that required permits were obtained, inspections were completed, or governmental approvals were issued. Permit verification and code-compliance investigations are outside the scope of this inspection unless specifically contracted for in writing. Any reference to commonly accepted construction practices, safety concerns, installation practices, or possible code-related conditions within the report is informational and does not constitute a comprehensive code inspection.

NO ENGINEERING OR ARCHITECTURAL SERVICES

The INSPECTOR is not acting as a structural engineer, architect, roofing engineer, building-envelope engineer, construction manager, general contractor, roofing contractor, municipal inspector, or manufacturer representative. No engineering, architectural, geological, structural, or other licensed professional analysis is performed as part of this inspection. Conditions requiring engineering, architectural, structural, roofing, or specialized evaluation will be referred to an appropriately qualified professional.

NO SUPERVISION OF THE ROOFING CONTRACTOR

The INSPECTOR has no control over and assumes no responsibility for:

Construction means or methods	Contractor supervision	Employee supervision
Job site safety	Contractor workmanship	Material selection
Material delivery	Scheduling	Contract completion
Contractor payment	Construction delays	Manufacturer warranties
Contractor warranties	Permitting	Correction of reported deficiencies

The INSPECTOR's presence at the property does not transfer responsibility for the roofing installation from the ROOFING CONTRACTOR to the INSPECTOR. The ROOFING CONTRACTOR remains responsible for its own workmanship, contractual obligations, employees, sub-contractors, installation procedures, and warranty obligations.

REPORT IS AN OPINION

The inspection report represents the INSPECTOR'S professional opinion based upon visual observations made during a limited inspection. Other inspectors, contractors, roofers, engineers, architects, manufacturers, insurance representatives, or professionals may reach different conclusions. A difference of professional opinion does not establish negligence or a failure by the INSPECTOR.

The CLIENT understands that it is unreasonable to expect a limited visual inspection to discover every defect, improper installation, workmanship issue, concealed condition, or potential future problem.

PHOTOGRAPHS

Photographs are provided to document selected conditions observed during the inspection. Photographs are illustrative only and do not constitute a complete photographic record of the roof. Failure to photograph a particular area or component does not establish that the area was inspected, approved, free of defects, or considered acceptable.

RECOMMENDED FURTHER EVALUATION

When the INSPECTOR identifies a condition requiring additional investigation, repair, correction, testing, or evaluation, the CLIENT agrees to obtain appropriate additional evaluation from a qualified roofing contractor, manufacturer representative, engineer, architect, or other appropriate professional before accepting the roofing work or making final payment to the ROOFING CONTRACTOR when reasonably possible. The INSPECTOR does not assume responsibility for the conclusions, repairs, recommendations, representations, or work performed by other professionals or contractors.

RE-INSPECTIONS

Unless specifically included in the original inspection fee, return visits and re-inspections are separate services.

A re-inspection is limited to the specific items requested and does not constitute a complete new roof inspection.

A re-inspection does not guarantee that repairs were properly completed where work is concealed or cannot be visually verified.

CONFIDENTIALITY AND THIRD-PARTY RELIANCE

The inspection and report are prepared solely for the CLIENT. No other individual or entity may rely upon the inspection or report without the prior written authorization of New Horizon Inspection Inc. The report may not be transferred, assigned, or represented as having been prepared for another person or entity. If the CLIENT voluntarily provides the report to another party without written authorization from

New Horizon Inspection Inc., that party receives no contractual rights against the INSPECTOR. To the maximum extent permitted by law, the CLIENT agrees to defend and indemnify New Horizon Inspection Inc., Wilson Georges, and assigned inspectors or contractors against claims made by unauthorized third parties arising from the CLIENT'S unauthorized distribution or use of the report.

LIMITATION OF LIABILITY

The CLIENT understands that the inspection fee is substantially less than the value of the property, roofing system, or potential cost of repairing or replacing roofing components. The parties agree that New Horizon Inspection Inc., Wilson Georges, and assigned employees, inspectors, representatives, and contractors assume no liability or responsibility for the cost of repairing or replacing unreported, concealed, latent, intermittent, or subsequently developing defects or deficiencies. To the maximum extent permitted by applicable law, the liability of New Horizon Inspection Inc., Wilson Georges, and assigned inspectors or contractors arising out of or relating to this Agreement, the inspection, the inspection report, alleged negligence, errors, omissions, or failure to identify a condition shall be limited to the amount of the inspection fee actually paid by the CLIENT. To the maximum extent permitted by law, the INSPECTOR shall not be responsible for consequential, incidental, indirect, special, punitive, loss-of-use, loss-of-income, loss-of-rent, relocation, diminution-of-value, delay, or other consequential damages.

The inspection and report are NOT intended to be, and shall not be construed as, a guarantee or warranty, expressed or implied, regarding the adequacy, performance, workmanship, water tightness, remaining service life, or future condition of the roof or any inspected component.

CLIENT NOTICE OF CLAIM

The CLIENT agrees to promptly notify New Horizon Inspection Inc. of any condition the CLIENT believes was materially different from the condition described in the inspection report. The CLIENT agrees to provide written notice and allow the INSPECTOR a reasonable opportunity to inspect the disputed condition before the condition is altered, repaired, removed, replaced, covered, demolished, or otherwise changed.

Except where emergency action is reasonably necessary to prevent immediate property damage or personal injury, the CLIENT agrees to notify the INSPECTOR at least seventy-two (72) hours before repairing, replacing, removing, or altering a system or component that the CLIENT claims was not accurately reported. Failure to provide the INSPECTOR with a reasonable opportunity to inspect the disputed condition may materially prejudice the INSPECTOR'S ability to evaluate the claim.

DISPUTE RESOLUTION – ARBITRATION CLAUSE

Furthermore, the CLIENT agrees that any dispute, controversy, or claim for, but not limited to, breach of contract, any form of negligence, fraud, or misrepresentation arising from this Agreement, 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 Disputes Resolution Services, Inc. (www.constructiondisputes-cdrs.com), or Resolute Systems, Inc., or a company arbitrating under the Rules and Procedures of The American Arbitration Association.

Arbitration must be commenced within two (2) years of the date of the inspection.

NOTICE: YOU AND WE WOULD HAVE THE RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH MEDIATION AND BINDING ARBITRATION.

SEVERABILITY

CLIENT and INSPECTOR agree that should a court or arbitrator of competent jurisdiction determine that any portion of this Agreement is void, voidable, invalid, or unenforceable, the remaining provisions and portions of this Agreement shall remain in full force and effect to the maximum extent permitted by law.

ENTIRE AGREEMENT

This Agreement, together with any written scope of work or authorized addendum, contains the entire agreement between the CLIENT and INSPECTOR concerning the roof inspection. No oral statement, advertisement, representation, text message, Email, conversation, or other communication shall expand the scope of the inspection unless expressly incorporated into a written amendment accepted by both parties.

ACKNOWLEDGMENT

The CLIENT acknowledges that:

This is a limited visual third-party roof inspection and not a warranty, certification, engineering evaluation, architectural evaluation, comprehensive code inspection, or guarantee of the ROOFING CONTRACTOR'S work. The inspection cannot identify concealed conditions or determine how concealed roofing components were installed after they have been covered. The INSPECTOR does not assume responsibility for the workmanship or contractual obligations of the ROOFING CONTRACTOR. The inspection documents conditions that were readily visible and safely accessible on the date of inspection. No inspection can discover every defect, installation deficiency, workmanship issue, concealed condition, or condition that may develop in the future. The CLIENT has read this Agreement, understands its limitations, has had an opportunity to ask questions before the inspection, and voluntarily agrees to its terms.

CLIENT NAME: _____

CLIENT SIGNATURE: _____

DATE: _____

INSPECTION FEE: \$ _____

NEW HORIZON INSPECTION INC.

INSPECTOR: Wilson Georges / Assigned Inspector

INSPECTOR SIGNATURE: _____

DATE: _____

Name: _____

Name: _____

License #: _____

License #: _____

Date: _____

Date: _____

