



# Your Best & Safest Choice

## Copyright and Confidentiality

Your property inspection report is a confidential, copyrighted document prepared for you and you only. After all, you paid for it. It is protected by federal and/or international copyright laws. Information is not transferable to third parties by any person or entity, including CLIENT and/or real estate brokers and agents, without written permission from me, and I will not disclose any information to, or discuss any information with, anyone who, in my sole judgment, is either not a party to your home inspection agreement or has no interest in your purchase of the subject property.

Duplication by any means is prohibited without prior written permission and authorization from me. Duplication of, use of, or reliance on the home inspection report in any way for any purpose whatsoever has the effect of agreeing to the terms and conditions as set forth in the [Five Star Agreement](#). Unauthorized duplication of, use of, or reliance on the report has the effect of all parties agreeing to hold harmless, individually, jointly, and/or otherwise, FIVE STAR PROPERTY INSPECTIONS, its directors, officers, employees, and agents, and their successors and assigns, and may be a violation of federal and/or international copyright laws.

Although I copyright my reports, I cannot control the interpretation and use of my reports by third parties, and thus I shall not assume any legal responsibility or liability for third party interpretations of any part of the report at any time.

Since real estate conditions change on a daily basis in response to occupants' use, deferred upkeep, and environmental conditions, third parties may read the report but shall not rely upon its contents for any purpose. Future prospective buyers who enter into a purchase contract for the subject property should contact me for a personal on-site review and update of the conditions described in the report.

A discounted fee for the update is available as long as the update request is scheduled for a date within 60 days of the date of the original property inspection. Failure to comply with this request shall relieve and hold harmless individually, jointly, and/or otherwise, Five Star Property Inspections, its directors, officers, employees, and agents, and their successors and assigns, of any responsibility or liability, moral or legal, to the eventual buyers in contract for any property condition, any lack of understanding, and/or any possible misinterpretation of disclosed conditions contained within this report.

So why do I do this? Well, I'm trying to protect your property inspection report from being used wrongly by someone who didn't pay for it, and I'm trying to protect my livelihood and my liability. I believe that someone else using your property inspection report is unfair to you because you paid for it.

Why should a different buyer be able to rely solely on a report that you paid for without paying for their own report? Yes, I do think that's unfair to you.

However, because of real estate disclosure laws in the State of Illinois and Missouri, the Seller and/or Seller's agent often use your home inspection report to represent the conditions of the property if you decide not to buy it. That's unfair to us because, say, two months after you decided not to buy it, new buyers might decide that your home inspection report from two months ago accurately represents the property for them. It very likely does not, which could bring unwanted liability to me from a Client who was not a Client at all. You are my Client, not someone else who happens to read your home inspection report without having paid for it. Remember that real estate conditions can change on a daily basis due to something being damaged, breaking down, failing, etc., particularly in a home that is still being lived in. Such defects, because they happened after your inspection, would not be in our report.

I also often run into the situation where the Seller or Seller's agent represents that something in a property inspection report for a previous buyer (such as you) has been repaired or replaced. It might have, but only another thorough inspection will be able to determine whether it actually was repaired or replaced, and whether or not it was repaired or replaced properly, particularly if the homeowner did the work rather than hiring appropriate professionals to do it ([see Cost to Repair](#)). There's a difference between being repaired or replaced, and being repaired or replaced properly.

If you have any questions about anything, simply [contact me](#).