



Inspection Agreement

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT, PLEASE READ IT CAREFULLY

Prepared for: _____ Phone: _____

Address Inspected: _____ MLS: _____

The inspection fee of \$ ____ is due before or at the time of the inspection. No exceptions. The report will be delivered via email in a pdf format within 24 hours of the inspection. A copy of the inspection will also be forwarded (cc) to the buyer's agent unless requested otherwise.

I have read and agree to the information in this document.

Client Signature and Email: _____

Inspector: Jack Shouse

TREC Inspector License: 21100

Phone: 972-325-6070

Date:

The inspection of the property listed above is in accordance with Texas Real Estate Commission (TREC), Standards of Practice 535.227-535-233.

SCOPE OF THE INSPECTION

The standards of practice are the minimum levels required by a licensed TREC inspector for the accessible parts, components, and systems typically found in real estate property. The inspection is designed to help the Client make a more informed decision or decisions about this property and it is highly recommended that the report be read in its entirety. The inspection excludes additional exterior structures such as detached structures, decks, docks, and fences. The inspector shall inspect items, parts, systems, components and conditions that are present, visible, and accessible at the time of the inspection. All mechanical and electrical equipment, systems, and appliances are operated in normal modes and operating range at the time of the inspection. The inspector shall report which of the parts, components, and systems present in the property have or have not been inspected. The inspection is not intended to be technically exhaustive. A real estate inspection helps reduce some of the risk involved in purchasing a home, but it cannot eliminate all risk nor is it expected to do so within the limited time frame and scope of a typical home inspection. The inspection cannot anticipate future events or changes in performances due to changes in use or occupancy. It is recommended that the Client obtain as much information as available about this property, including any seller's disclosure documents, previous inspection reports, engineering reports, building/remodeling permits, and reports performed for or by relocation companies, municipal inspection departments, lenders, insurers, and appraisers. Client should also attempt to determine whether repairs, renovations, remodeling, additions, or other such activities have taken place at this property. It is not the inspector's responsibility to confirm that information obtained from these sources is complete or accurate or that this inspection is consistent with the opinions expressed in previous or future reports.

The inspector shall observe, render an opinion and report which of the parts, components and systems present in the property and required for inspection by subsection (e) - (g) have or have not been inspected and if the parts, components and systems are not functioning at the time of the inspection or in need of repair and report on visible existing or recognized hazards. The inspection report may address issues that are code-based or may refer to a particular code, however, this is NOT a code compliance inspection and does NOT verify compliance with manufacturer's installation instructions. Although some safety issues may be addressed in this report, this inspection report is NOT a safety/code inspection, and the inspector is NOT required to identify all potential hazards. In this report, the inspector will note which systems and components were, Inspected (I), Not Inspected (NI), Not Present (NP), and/or Deficient (D). General deficiencies include inoperability, material distress, water penetration, damage, deterioration, missing parts, and improper installation. The inspector is not required to prioritize or emphasize the importance of one deficiency over another.

ITEMS IDENTIFIED IN THE REPORT DO NOT OBLIGATE ANY PARTY TO MAKE REPAIRS OR TAKE OTHER ACTION, NOR IS THE PURCHASER REQUIRED TO ASK THAT THE SELLER TAKE ANY ACTION. When a deficiency is reported it is a client's responsibility to obtain further evaluations and/or cost estimates from qualified service professionals. Any such follow-up should take place prior to the expiration or any time limitations such as an option period. Evaluations by qualified contractors may lead to additional discoveries or deficiencies that may involve additional repair cost. Failure to address deficiencies or comments noted in this report may lead to further damage to the structure or systems and could add to original repair costs. The inspector is not required to provide follow-up services to verify that repairs have been performed properly or in a professional manner.

OUTSIDE THE SCOPE OF THE INSPECTION

Any area that is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpet, ceilings, furnishings, personal belongings, or any other thing is not included in this inspection. The inspection does not include any destructive testing or dismantling. The inspector does not represent himself as an engineer or specialist in any trade. The inspector cannot remove uncertainty, nor can he guarantee against errors or omissions. It should be understood that every deficient condition or problem cannot be identified within a limited timeframe and/or scope of this inspection. This report does not represent the condition of any items or components after the time of the inspection. The inspector does not move furniture, clothes, or other types of storage which would result in a limited evaluation, therefore, inspection in such conditions would only be partial in context. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection. This is not a warranty, guarantee, insurance policy or substitute for real estate transfer disclosures which may be required by law.

The inspector does not operate cooling systems when the ambient temperature is below 60°F. The inspector does not operate heat pumps in the heating mode when the exterior ambient temperature is above 70°F.

The inspector does not attempt to operate any system or component that is not fully functional at the time of the inspection.

Whether or not they are concealed, the following **ARE OUTSIDE THE SCOPE OF THE INSPECTION.**

- Building code and zoning ordinance violations.
- Geological stability or soil conditions.
- Structural stability or engineering analysis.
- Conditions related to animals, rodents, termites, pests or other wood destroying organisms
- Asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any environmental hazards,
- Condition of detached buildings.
- Pools or spas bodied and underground piping.
- Private water or private sewage systems.
- Dismantling of any system, structure, or components, or
- Saunas, steam baths, or fixtures and equipment.

- perform any intrusive or destructive examination or analysis.
- Specific components noted as being excluded on the individual system inspection forms.
- Water softeners/purifiers systems or solar heating systems, alarms, communication systems, or fiber optics
- Furnace heat exchangers, freestanding appliances, security alarms or personal property.
- Activation of electric water or gas services
- Mold, mildew, fungus or any other organic substance

- Radio-control devices, auto gates, elevators, lifts, dumb waiters and thermostatic or time clock controls. adequacy of efficiency of any system or component.
- Building value, appraisal or cost estimates
- Prediction of life expectancy of any item.
- Examining or evaluating fire-resistive qualities of any system, structure or component of the building.
- Presence of safety glass
- Refrigerators, laundry equipment, retractable blinds, and awnings

Your inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. The inspection report may contain suggestions for further evaluation by an individual other than Inspector herein who is qualified as an expert or specialist. If your inspector recommends consulting other specialized experts, client may do so at clients own expense.

This inspection report is a visual inspection and to be considered the BEGINNING of the Due Diligence process by the Client and NOT the final or the end of Due Diligence. The Client should research for any transferrable warranties applicable to this property.

ENVIRONMENTAL CONCERNS

Client acknowledges what is being contracted for is a building inspection and NOT an environmental evaluation and the inspection is NOT intended to; detect, identify or disclose any health or environmental concerns regarding the building(s) and/or adjacent property, including, but not limited to, the presence of asbestos, radon, lead, formaldehyde, fungi, mold, mildew, bio-organic growth, PCBs, or any other toxic materials or substances contained in water, air, soils, or building materials or products.

COMPANY RELATIONSHIPS / THIRD PARTY PROVIDERS

DFW Property Inspectors may have an affiliation with third-party service providers ("TPSP") in order to offer value-added services to its Clients. By signing this agreement you authorize these TPSP to send literature or make post inspection contact with the Company's Clients.

ARBITRATION

Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of the recognized Arbitration Association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code. No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against Inspector/Inspection Company more than one year from the date of the Client's discovers, or through the exercise of reasonable diligence should have discovered, the cause of action. In no event shall the time for commencement of legal action or proceeding exceed two years from the date of the subject inspection. THIS TIME PERIOD IS SHORTER THAN OTHERWISE PROVIDED BY LAW. If this Agreement is executed on behalf of client by any third party, the person executing this Agreement expressly represents to the Inspector that he/she has the full and complete authority to execute this Agreement on Client's behalf and to fully and completely bind Client to all of the terms, conditions, limitations, exceptions and exclusions of this agreement.

LEGAL RESOLUTION

This agreement limits DFW Property Inspectors liability solely to the amount of the inspection fee paid. The Client agrees to indemnify, defend and hold harmless DFW Property Inspectors from any and all damages, expenses, cost, and attorney fees. The Client understands, agrees and acknowledges that DFW Property Inspectors assumes no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies either current or arising in the future, or any property damage, consequential damage or bodily injury of any nature relating thereto. If there is a complaint about this inspection the Client must notify DFW Property Inspectors in writing within ten (10) days after the issue is discovered and allow the inspector to re-inspect before changing the condition, otherwise, all claims for damages arising out of such a complaint are waived. Any corrective action taken without consulting the inspector relieves DFW Property Inspectors of any and all liability. If the Client pursues any legal action against DFW Property Inspectors based on this inspection report but fails to prevail, the Client will be liable for all attorney's fees, court costs, wages lost for court appearances (based on a full work day) and all other related costs to such actions. Client understands that, if any portion of this agreement is found to be invalid or unenforceable by any court or arbiter the remaining portions of the report shall remain in force.

CONFIDENTIAL REPORT

The inspection report to be prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the inspection report to the seller and the real estate agent directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the inspection report. Client and Inspector do not in any way intend to benefit said seller or the real estate agents directly or indirectly through this Agreement or inspection report. Client agrees to indemnify, defend, and hold Inspector harmless from any third party claims arising out of Client's unauthorized distribution of the inspection report.

SEVERABILITY

Client and Inspector agree that should a court of competent jurisdiction determine and declare that any portion of this contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect, unimpaired by the courts' holding.

GENERAL PROVISIONS

This inspection contract, the real estate inspection, and the inspection report do NOT constitute a home warranty, guarantee, or insurance policy of any kind whatsoever. Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the Inspector within ten (10) business days of discovery. Client further agrees that, with the exception of emergency conditions, client or client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the Inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

LIMITATION ON LIABILITY

INSPECTOR'S LIABILITY FOR MISTAKES OR OMISSIONS IN THIS INSPECTION REPORT IS LIMITED TO A REFUND OF THE FEE PAID FOR THIS INSPECTION AND REPORT. THE LIABILITY OF INSPECTOR'S PRINCIPALS, AGENTS, AND EMPLOYEES IS ALSO LIMITED TO THE FEE PAID. THIS LIMITATION APPLIES TO ANYONE WHO IS DAMAGED OR HAS TO PAY EXPENSES OF ANY KIND BECAUSE OF MISTAKES OR OMISSIONS IN THIS INSPECTION AND REPORT. THIS LIABILITY LIMITATION IS BINDING ON CLIENT AND CLIENT'S SPOUSES, HEIRS, PRINCIPALS, ASSIGNS AND ANYONE ELSE WHO MAY OTHERWISE CLAIM THROUGH CLIENT. CLIENT ASSUMES THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION. CLIENT AGREES TO IMMEDIATELY ACCEPT A REFUND OF THE FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM THIS INSPECTION. BY CONTRACTING THIS INSPECTION, ALLOWING THIS INSPECTION, OR RELYING ON THIS INSPECTION REPORT IN ANY WAY OR FASHION, THE CLIENT AGREES TO EACH AND EVERY PROVISION OF THIS REPORT AND THE TEXAS REAL ESTATE COMMISSION (STANDARDS OF PRACTICE) FOR HOME INSPECTORS. THIS AGREEMENT IS PART OF THE INSPECTION REPORT AND DOES NOT REQUIRE THE CLIENT'S SIGNATURE.