

Archstone Services, Inc. – Inspection Agreement



Client Name: _____
Property Address: _____
City: _____ TX _____
Date of Inspection: _____



PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING

I. Scope of Services

- A) In exchange for the Inspection Fee paid by Client, Archstone Services, Inc. agrees to provide the Client with an Inspection Report setting out the Inspector's professional opinions concerning the condition of the Property further described in the report. The inspection will be performed in accordance with the Standards of Practice promulgated by the Texas Real Estate Commission. The Inspector will attempt to identify major defects and problems with the Property.
- B) **However, Client acknowledges that the Inspection Report may not identify all defects or problems.** The inspection is limited to those items which can be seen, easily accessed and/or operated by the Inspector at the time of the inspection. The Inspector will not remove walls, floors, wall coverings, floor coverings and other obstructions in order to inspect concealed items. Systems and conditions which are not specifically addressed in the Inspection Report are excluded.

II. Inspection Report

- A) The Inspection Report provided by Archstone Services, Inc. will contain the Inspector's professional, good-faith opinions concerning the deficiencies of certain observable items. All statements in the report are the Inspector's opinions and should not be construed as statements of fact or factual representations concerning the Property. **By signing this Agreement, the Client understands that the services provided by Archstone Services, Inc. fall within the Professional Services Exemption of the Texas Deceptive Trade Practices Act ("DTPA") and agrees that no cause of action exists under the DTPA related to the services provided.** The inspection by Archstone Services, Inc. is not a code compliance inspection; however some building codes may be used as a reference in the inspection report.
- B) As noted above, the Inspection Report may state that further evaluation of certain items is needed by an expert in the field of the item inspected. By signing this Agreement, Client acknowledges that qualified experts may be needed to further evaluate certain items as noted in the report.

III. Disclaimer of Warranties

Archstone Services, Inc. makes no guarantee or warranty, express or implied, as to any of the following:

1. That all defects have been found or that the Inspector will pay for repair of undisclosed defects;
2. That any of the items inspected are designed or constructed in a good and workmanlike manner;
3. That any of the items inspected will continue to perform in the future as they are performing at time of the inspection; and
4. That any of the items inspected are merchantable or fit for any particular purpose.

Per the departure provision set forth in the Standards of Practice, Client is hereby advised that the following items are not inspected: Deficiencies in the fastening of roof covering materials are determined only to the extent possible by visual inspection from readily accessible locations without lifting shingles or otherwise damaging the roof covering materials. Smoke alarms are not tested. Any additional departures will be explained in the inspection report.

IV. Limitation of Liability

By signing this Agreement, Client acknowledges that the Inspection Fee paid to Archstone Services, Inc. is nominal given the risk of liability associated with performing home inspections if liability could not be limited. Client acknowledges that without the ability to limit liability, Archstone Services, Inc. would be forced to charge Client much more than the Inspection Fee for the Inspector's services. By signing this Agreement, Client agrees to liability being limited to the amount of the Inspection Fee paid by the Client.

INITIALED BY CLIENT: _____

V. Dispute Resolution

In the event a dispute arises regarding an inspection that has been performed under this agreement, the Client agrees to notify Archstone Services, Inc. within ten (10) days of the date the Client discovers the basis for the dispute so as to give the Inspector a reasonable opportunity to re-inspect the property. Client agrees to allow re-inspection before any corrective action is taken. Client agrees not to disturb or repair or have repaired anything which might constitute evidence relating to a complaint against the Inspector. Archstone Services, Inc. and the Client agree that in the event any dispute or controversy arises as a result of this Agreement, and the services provided hereunder, the prevailing party in that dispute shall be entitled to recover all of the prevailing party's reasonable and necessary attorneys' fees and costs incurred by that party.

VI. Exclusivity

The Inspection Report is to be prepared exclusively for the Client named and is not transferable to anyone in any form. Client gives permission for Archstone Services, Inc. to discuss report findings with real estate agents, specialists, or repair persons for the sake of clarification.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS CONTRACT AND THE ATTACHED DOCUMENTS, IF ANY; THAT I UNDERSTAND THE TERMS AND CONDITIONS AND THAT I AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF CLIENT IS MARRIED, CLIENT REPRESENTS THAT THIS OBLIGATION IS A FAMILY OBLIGATION INCURRED IN THE INTEREST OF THE FAMILY.

Client: _____ Date: _____

Inspector: Jeffrey E. Worham Lic. No. 9676 Date: _____

