

**UPON FURTHER REVIEW PLLC**

**PROPERTY INSPECTION AGREEMENT**

**CLIENT:** \_\_\_\_\_

**PROPERTY STREET ADDRESS:** \_\_\_\_\_

In consideration of the inspection fee of \$\_\_\_\_\_ paid by Client to Upon Further Review PLLC ("Inspector"), the receipt and sufficiency of which is hereby acknowledged by Inspector, and pursuant to this Property Inspection Agreement ("Agreement"), Inspector agrees to conduct an inspection and provide a written report ("Inspection Report") for the property located at \_\_\_\_\_ ("Property"). The Client agrees that the Property to be inspected is as follows: \_\_\_\_\_.

The Inspection Report produced by the Inspector regarding the Property is the confidential property of the Client and Inspector and shall not be copied, reproduced, used by, transferred to, or relied upon by any other person or company without the Client's prior written consent.

**I. Scope of Services**

A. In exchange for the inspection fee paid by Client, the Inspector 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 ("SOP") promulgated by the Texas Real Estate Commission ("TREC"). Inspector will attempt to identify major deficiencies present with the Property. However, Client acknowledges that the Inspection is performed at a point in time and the Inspection Report may not identify all current and/or future deficiencies.

B. The Inspection is limited to those items which can be seen, easily accessed and operated by the Inspector at the time of the inspection as set out in the Inspection Report. Inspector will not remove walls, floors, wall coverings, floor coverings, stored items 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 the Inspector will contain the Inspector's professional, good-faith opinions concerning the need for monitoring, repair or replacement of certain readily accessible and visually 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 the Inspector are included in the Professional Services Exemptions of the Texas Deceptive Trade Practices Act ("DTPA") and agrees that no cause of action exists under the DTPA related to the services provided. Unless specifically stated, the Inspection Report will not include and should not be read to indicate opinions as to the environmental conditions, presence of toxic or hazardous waste or substances, mold, presence of termites or other wood-destroying organisms, or compliance with codes, ordinances, statutes or restrictions or the insurability, efficiency, quality, durability, future life or future performance of any item inspected.

B. The Inspection Report is not a substitute for disclosures by sellers and real estate agents. Said disclosure statements should be carefully read for any material facts that may influence or effect the desirability and/or market value of the Property.

C. 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 such items as structural systems, foundations, grading, drainage, roofing, plumbing (including gas and propane piping), electrical systems, HVAC, appliances, sprinkler systems, fire/smoke/carbon monoxide detection systems, private water wells, septic systems, swimming pools/spas and other readily accessible and visually observable items as noted in the report.

**III. NO WARRANTIES OR GUARANTIES**

This inspection is not intended to be technically exhaustive, nor is it considered to be a guarantee or warranty, expressed or implied, regarding the conditions of the property, items and systems inspected, and it should not be relied on as such. The inspection may include the use of infrared or digital cameras, which can capture infrared and digital images. The use of this additional advanced equipment is for the benefit of the Client; provided, however, Client understands and

agrees that latent and concealed defects and deficiencies are excluded from the inspection, and the Inspector in no way purports to perform any service beyond the standard "visual inspection" of the Property. Client is hereby notified that the inspector has not made, does not make, and hereby disclaims any warranties or guarantees, expressed or implied, regarding the adequacy, performance or condition of any structure, item, component or system inspected, specifically included, but not limited to, any implied warranties of fitness, merchantability, habitability, and good or workmanlike conduct. Client is advised that property owner warranties are available through third-party providers if warranties are desired. The price of the Inspection does not include any such warranties, and none are offered or available through the Inspector. The Inspector shall not be held responsible or liable for any repairs or replacements with regard to the Property or the systems, components, or contents therein. Since the inspection procedure is visual only and is not intended or designed to be diagnostically and/or technically exhaustive, an inherent risk remains that undiscovered deficiencies and associated damages exist and/or future deficiencies and associated damages may develop. Client acknowledges that the Inspector is not an insurer and it is not the intent and/or purpose of this inspection procedure to provide client with a risk free purchase or usage of the Property.

#### **IV. LIMITATION OF LIABILITY**

Since the Inspection is primarily a visual inspection, it is not possible to eliminate all risks involved in the purchase and/or ownership of the Property. **CLIENT AGREES, TO THE FULLEST EXTENT PROVIDED BY LAW, THAT THE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES OR DAMAGES SUSTAINED BY CLIENT RELATING TO THIS AGREEMENT OR THE INSPECTION OR REPORT PROVIDED PURSUANT HERETO, INCLUDING ATTORNEYS' FEES AND COSTS, EXPERT WITNESS FEES AND COSTS, IS LIMITED SO THAT THE TOTAL AGGREGATE LIABILITY OF THE INSPECTOR (OR INSPECTOR'S EMPLOYEES OR ASSIGNEES) SHALL NOT EXCEED THE AMOUNT OF THE FEE PAID BY CLIENT TO INSPECTOR FOR THE INSPECTION AND REPORT.** This limitation shall apply regardless of the cause or the legal theory pled or asserted specifically including, but not limited to, negligence and shall control the amount of any award against the Inspector. Unless Inspector is found to be grossly negligent, Inspector shall not have liability with respect to Inspector's obligations under this Agreement or otherwise for consequential, exemplary, special, incidental or punitive damages even if Inspector has been advised of the possibility of such damages occurring.

#### **V. DISPUTE RESOLUTION**

In the event a dispute arises regarding an inspection that has been performed under this agreement, the Client agrees to notify the Inspector 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 reinspect the Property. Client shall make no claim, including without limitation any claim of professional negligence, against Inspector unless and until Inspector has reinspected the Property, said reinspection to be performed within ten (10) days of Client's notification to Inspector. Client agrees to allow reinspection before any corrective action is taken. Client agrees not to disturb, alter or repair or have repaired any object, material or condition which might constitute evidence relating to a complaint against the Inspector. Client further agrees that the Inspector can either conduct the reinspection himself or can employ others (at Inspector's expense) to reinspect the Property, or both. **IN THE EVENT A DISPUTE CANNOT BE RESOLVED BY THE CLIENT AND THE INSPECTOR, THE PARTIES AGREE THAT ANY DISPUTE OR CONTROVERSY SHALL BE RESOLVED BY MANDATORY AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") PURSUANT TO CHAPTER 171 OF THE TEXAS CIVIL PRACTICE & REMEDIES CODE AND IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT AND THE COMMERCIAL ARBITRATION RULES OF THE AAA.**

#### **VI. INDEMNITY**

**CLIENT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS INSPECTOR, ITS PARTNERS, OFFICERS, EMPLOYEES, ATTORNEYS AND AGENTS, AND TO DEFEND ANY ACTION BROUGHT AGAINST ANY SUCH PARTIES, WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DEBTS OR LIABILITIES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER OR NOT RESULTING FROM THE NEGLIGENCE OF ANY PARTY SO INDEMNIFIED, UNLESS CAUSED BY THE GROSSLY NEGLIGENT ACTIONS OR INTENTIONAL MISCONDUCT OF INSPECTOR.**

#### **VII. MISCELLANEOUS**

All specific concerns of Client regarding the Property shall be brought to the attention of the Inspector before the inspection begins. All written comments by the Inspector shall supersede oral comments. The inspection report is valid for the date and time of the inspection only. Reinspection charges will apply for any additional inspections to the Property except as regards Section V. of this Agreement. Client agrees that if he/she is not in receipt of the Inspection Report on this Property within 48 hours of the date and time of the inspection, Client will contact the Inspector by phone or email to inform

him that the Inspection Report has not been received. The invalidity, illegality or unenforceability of any provision contained in this Agreement shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, venue for any dispute arising in connection herewith is expressly declared to be in the county in which the Inspection is performed. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. To the extent the Inspection Report by the Inspector conflicts with the terms of this Agreement, the terms of this Agreement shall control. This agreement shall be included as an addendum to the Inspection Report issued by the Inspector related to the Property. Any notice which is required or desired under this Agreement shall be given in writing and may be sent by personal delivery or by mail addressed as follows (subject to the right to designate a different address by notice similarly given): Upon Further Review PLLC, 7403 Hampton Drive, Granbury, Texas 76049; if to Client, to the address set forth below.

The undersigned Client hereby executes this Agreement on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_ I would like a copy of the inspection report forwarded to my REALTOR.

\_\_\_ I would like a copy of the inspection report forwarded to \_\_\_\_\_.

**CLIENT:**

\_\_\_\_\_  
(Signature) (Signature)

\_\_\_\_\_  
(Printed Name) (Printed Name)

\_\_\_\_\_  
(Current Address)