

INSPECTION AGREEMENT

(MADE AVAILABLE PRIOR TO INSPECTION)

THIS 'INSPECTION AGREEMENT' (HEREINAFTER "AGREEMENT") IS ENTERED INTO ON THIS DAY _____ BETWEEN JJ JOHNSON - #21917 (HEREINAFTER "INSPECTOR") AND _____ (HEREINAFTER "CLIENT")

PROPERTY ADDRESS: _____

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING

1. SCOPE OF SERVICES

- A. IN EXCHANGE FOR THE INSPECTION FEE PAID BY THE CLIENT, THE INSPECTOR AGREES TO PROVIDE 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. **HOWEVER, THE CLIENT ACKNOWLEDGES THAT THE INSPECTION REPORT MAY NOT IDENTIFY ALL DEFECTS OR PROBLEMS.**
- B. 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 AS SET OUT IN THE INSPECTION REPORT IN COMPLIANCE WITH TREC 'STANDARDS OF PRACTICE'. THE INSPECTOR WILL NOT REMOVE WALLS, FLOOR COVERINGS, WALL COVERINGS, PICTURES OR DECORATOR ITEMS, OR OTHER OBSTRUCTIONS, NOR MOVE FURNITURE TO INSPECT CONCEALED ITEMS.
- C. SYSTEMS OR CONDITIONS WHICH ARE NOT SPECIFICALLY ADDRESSED IN THE INSPECTION REPORT ARE **EXCLUDED**.
- D. THE INSPECTOR MAY INDICATE ONE OF THE FOLLOWING OPINIONS REGARDING A PARTICULAR ITEM:
 - 1. THE ITEM IS PERFORMING ITS INTENDED FUNCTION AT THE TIME OF THE INSPECTION.
 - 2. THE ITEM IS FOUND DEFICIENT – OR
 - 3. NOT INSPECTED.
 - 4. NOT PRESENT AT THE TIME OF THE INSPECTION.

2. INSPECTION REPORT

- A. THE INSPECTION REPORT PROVIDED BY THE INSPECTOR WILL CONTAIN THE PROFESSIONAL, GOOD FAITH OPINIONS CONCERNING DEFICIENCIES AND

OBSERVATIONS OF OBSERVED AND INSPECTED ITEMS. ALL STATEMENTS IN THE REPORT ARE THE INSPECTOR'S OPINION 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 fall within the guidelines of 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.**

UNLESS SPECIFICALLY STATED, THE REPORT WILL NOT INCLUDE AND SHOULD NOT BE READ TO INDICATE OPINIONS AS TO THE ENVIRONMENTAL CONDITIONS, PRESENCE OF TOXINS OR HAZARDOUS WASTE OR SUBSTANCES, PRESENCE OF TERMITES OR OTHER WOOD DESTROYING INSECTS OR ORGANISMS, COMPLIANCE WITH CODES, ORDINANCES, STATUTES, OR RESTRICTIONS OR THE INSURABILITY, EFFICIENCY, QUALITY, DURABILITY AND OR MARKET VALUE OF THE PROPERTY, FUTURE LIFE OR FUTURE PERFORMANCE OF ANY ITEM INSPECTED.

- B. THE INSPECTION REPORT IS NOT A SUBSTITUTE FOR DISCLOSURES MADE BY SELLERS AND REAL ESTATE AGENTS. SAID DISCLOSURE STATEMENTS SHOULD BE READ CAREFULLY FOR ANY MATERIAL FACTS THAT MAY INFLUENCE OR AFFECT THE DESIRABILITY AND OR MARKET VALUE OF THE PROPERTY.
- C. AS NOTED ABOVE, THE INSPECTION REPORT MAY STATE THAT FURTHER EVALUATION OF CERTAIN ITEMS IS NEEDED BY AN EXPERT IN THE FIELD IF THE ITEM BEING INSPECTED. BY SIGNING THIS AGREEMENT, THE CLIENT ACKNOWLEDGES THAT QUALIFIED EXPERTS MAY BE NEEDED TO FURTHER EVALUATE SUCH ITEMS AS STRUCTURAL SYSTEMS, FOUNDATIONS, GRADING AND DRAINAGE, ROOFING, PLUMBING, ELECTRICAL SYSTEMS, HVAC, APPLIANCES, SPRINKLER SYSTEMS, FIRE AND SMOKE DETECTION SYSTEMS, SEPTIC SYSTEMS, AND OTHER OBSERVABLE ITEMS OR SYSTEMS AS NOTED IN THE REPORT.

3. DISCLAIMER OF WARRANTIES

THE INSPECTOR MAKES NO GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY OF THE FOLLOWING:

1. THAT ALL DEFECTS HAVE BEEN FOUND OR THAT THE INSPECTOR WILL PAY FOR REPAIRS OF UNDISCLOSED DEFECTS.
2. THAT ANY OF THE ITEMS INSPECTED ARE DESIGNED AND 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 THE TIME OF THE INSPECTION.
4. THAT ANY OF THE ITEMS ARE MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

By signing this Agreement, the Client acknowledges that the Inspector Fee paid to the Inspector is nominal given the risk of liability associated with performing home inspections if liability could not be limited. The Client acknowledges that without the ability to limit liability, the Inspector would be forced to charge the Client much more than the Inspectors Fee for the service provided. The Client acknowledges the Inspection is a non-comprehensive, non-invasive visual inspection only and that the time required for the more exhaustive Inspections would take considerably more time to complete.

INITIALED BY THE CLIENT _____

6. DISPUTE RESOLUTION

IN THE EVENT A DISPUTE ARISES REGARDING AN INSPECTION THAT HAS BEEN PERFORMED UNLESS 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, TO GIVE THE INSPECTOR A REASONABLE OPPORTUNITY TO RE-INSPECT THE PROPERTY. THE CLIENT AGREES TO ALLOW RE-INSPECTION BEFORE ANY CORRECTIVE ACTION IS TAKEN. THE CLIENT AGREES TO NOT DISTURB OR REPAIR OR HAVE ANYTHING REPAIRED WHICH MIGHT CONSTITUTE EVIDENCE RELATING TO A COMPLAINT AGAINST THE INSPECTOR. THE CLIENT FURTHER AGREES THAT THE INSPECTOR CAN EITHER CONDUCT THE INSPECTION HIMSELF OR (AT THE INSPECTOR'S EXPENSE) EMPLOY OTHERS TO RE-INSPECT.

In the event a dispute cannot be resolved, the parties agree that any dispute or controversy shall be resolved by a 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 rules of the AAA. Furthermore – In the event of any such action decided by this arbitration, the prevailing party in the dispute shall be entitled to recover all of the prevailing party's reasonable and necessary attorneys' fees and costs incurred by that party.

7. EXCLUSIVITY

THE INSPECTION REPORT IS TO BE PREPARED EXCLUSIVELY FOR THE CLIENT NAMED AND IS **NOT TRANSFERABLE TO ANYONE IN ANY FORM**. THE CLIENT GIVES THE INSPECTOR PERMISSION TO DISCUSS THE REPORT FINDINGS WITH REAL ESTATE AGENTS, SPECIALISTS, OR REPAIR PERSONS

FOR THE SAKE OF CLARIFICATIONS. GIVEN THE CLIENTS PERMISSION, THE REPORT MAY BE RELEASED TO THE BUYER'S AGENT.

By my signature below, I acknowledge that I have read this contract and any other attached documents, if any, and that I understand the terms and conditions. I agree to be bound by these terms and conditions. If the Client is Married, the Client represents that this obligation is a family obligation incurred in the interest of the family.

Clients signature

Date

Printed Name