



Inspection Agreement Contract

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 Inspectors professional opinions concerning the condition of the Property further described in the Inspection Report. The Inspections performed for a prospective buyer or seller of one to four family residential properties will be performed in accordance with the Standards of Practice promulgated by TREC (Texas Real Estate Commission). The Inspection of all other properties and client bases including Commercial Property will be in part performed in accordance to the ASTM E2018 (American Standards for Testing Materials) and/or known standards and scope that are specific to type of inspection performed. **Note;** Estimated cost of repairs is outside the scope of this inspection and may not be provided. The Inspector will attempt to identify major defects and problems with the Property. However, Client acknowledges that this Visual and Non-Destructive Inspection 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 Inspector at the time of the inspection as set out in the Inspection Report. Inspector will not remove walls, floors, wall coverings, floor coverings or any other obstructions in order to inspect concealed items. Systems and conditions which are not specifically addressed in the Inspection Report are excluded. **C.** The Inspector will indicate the following for each item included in the scope of residential inspections; (IN) Inspected, (NI) Not Inspected, (NP) Not Present or (D) Deficient and may indicate a recommendation for further evaluation by expert.

D. Residential and Commercial property Inspections are not performed by an expert of any specific trade such as Lic. Engineers, Lic. Electrician, Lic. Plumber, Lic. HVAC technician etc. This inspection is performed by a Professional Inspector licensed by the Texas Real Estate Commission. Scope of Inspection is to determine the General Condition of property. The client may arrange to have a specific trade expert perform any part of the inspection at the client's expense.

Inspection Report

A. The Inspection Report provided by the Inspector will contain the Inspector's professional, good-faith opinions concerning the need for attention 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 Inspector fall within the Professional Services Exemption of the Texas Deceptive Trade Practices Act ("DTPA") and agrees that no cause of action exist 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 toxic, Chines Drywall, hazardous waste or substances, presence of termites or other wood destroying pests, 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 seller 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. If disclosures are not provided, Client acknowledges that he/she should consult seller to acquire any and all information regarding past history of properties condition. **C.** As noted above, the Inspection Report may state that further evaluation of certain items is recommended by 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, but not limited to; structural systems, foundations, grading, drainage, roofing, plumbing, electrical system, HVAC, appliances, sprinkler system, pool system and related components, fire/smoke detection systems, septic systems, pests, organisms, toxins and other observable items as noted in the Report.

Disclaimer of Warranties

The Inspector makes no guarantee or warranty, express or implied, as to 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 of 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 inspected are merchantable or fit for any particular purpose.

Third Party Service Provider ("TPSP"):

Your Inspector may have an affiliation with a third party service provider ("TPSP") in order to offer you additional value-added services. By entering into this agreement you (a) authorize your Inspector to provide your contact information (including telephone number) to the TPSP, (b) waive and release any restrictions that may prevent the TPSP from contacting you (including by telephone), and (c) authorize the TPSP to contact you (including by telephone) regarding special offers. If you do not wish to be contacted by TPSP, Ask them to remove you from their list.

Acceptance:

This Agreement is solely between the Company and the Client for whom the inspection was performed. Acceptance and/or payment of the Property Inspection Report constitutes acceptance of the terms of this Agreement. The findings on the report are the sole property of the Client for use in connection with the proposed transaction only. If the Client is not present during the inspection process, and/or fails to sign and return a copy of the last page of this Agreement, acceptance of the Property Inspection Report constitutes implied acceptance of this Agreement. Report may not be delivered without signed agreement.

LIMITATION OF LIABILITY

By signing this Agreement, Client acknowledges that the inspection Fee paid to the inspector or Inspection Company is nominal given the risk of liability associated with performing property inspections if liability could be limited. Client acknowledges that without the ability to limit liability, the inspector would be forced to charge Client much more than the inspection Fee for the inspector’s services. Client acknowledges being given the opportunity to have this Agreement reviewed by counsel of his or her choosing and further acknowledges the opportunity of hiring a different inspector to perform the inspection. By signing this Agreement, Client agrees to liability of Inspector, Inspector’s company, its employees or contractors to be limited to the amount of the Inspection Fee paid by the client, and this liability shall be exhaustive.

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) day of the date the Client first 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. Client further agrees that the Inspector can either conduct the re-inspection himself or can employ others (at Inspectors expense) to re-inspect 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 pursuant to Chapter 171 of the Texas Civil Practice & Remedies Code.

Attorney’s Fees

The Inspector and the Client agrees that in the event any dispute or controversy arises as a result of this Agreement, and services provided hereunder, the prevailing party in the dispute shall be entitled to recover all of the prevailing party’s reasonable and necessary attorney’s fees and cost incurred by that party.

Exclusivity

The Inspection Report is to be prepared exclusively for the Client named. Client gives permission for the Inspector to discuss report findings with Real Estate Agents, specialists, or repair persons for the sake of clarification. If the person(s) for whom the inspection was performed hired Alamo Real Pro Inspection Group, to perform a Sellers Home Inspection or Pre Listing Home Inspection, then the person(s) for whom the inspection was performed does hereby grant Alamo Real Pro Inspection Group, permission to share any and all listing information about the subject property and post and distribute the home inspection report to Inspectedhouses.com

The Client has read and understands the content, terms, and conditions of this Agreement, including, but not limited to, the limitations of liability, Dispute procedures, Arbitration clause, and limitation periods. Client agrees their signature/acceptance was not made under duress.

Client; _____, (Company) _____ **Fee: \$** _____

Prop. Insp. Address; _____ **Date/Time;** _____ / _____

Client Signature; X _____ **Date:** _____

Email Report to: X

Inspector(s) Rodney Twyford, TREC #6492 / David Cronauer, TREC #20629 / John Kalina, TREC #22043 / Chadd Fogg, TREC #23942

Company Manager Signature: 