

INSPECTION AGREEMENT
PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING

This Inspection Agreement ("Agreement") is entered into on this day, **CURRENT DATE HERE**, between **CLIENT NAME HERE** ("Client") and A-Action Realty Inspection Services, LLC ("Inspector") for the purpose of performing a general property condition inspection concerning **PROPERTY ADDRESS HERE** (herein known as the property).

I. SCOPE OF SERVICES

- A. Real Estate Inspection. A real estate inspection is a visual survey and basic performance-evaluation of the systems and components of a building using normal controls. The purpose of the inspection is to provide the Client with information regarding the general condition of the Property at the time of inspection. The inspection is not intended to be a comprehensive investigation to determine cause of deficiencies and it does not involve the use of specialized equipment.
- B. Inspection Report. In exchange for the inspection fee paid (**\$FEE PAID HERE**) by the Client, the Inspector agrees to provide the Client with an Inspection Report setting out the Inspector's professional opinions concerning the general condition of the Property. The inspection will be performed in accordance with the Standards of Practice promulgated by the Texas Real Estate Commission. Inspector will attempt to identify major defects and problems with the Property. However, by signing this Agreement, Client acknowledges and understands that the Inspection Report may not identify all defects or problems.
- C. Inaccessible/Concealed Items. The inspection is limited to those items which are easily accessible, seen, viewed or capable of being approached, entered and/or operated by the Inspector at the time of the inspection. The Inspector will not climb over obstacles, move furnishings or large, heavy, or fragile objects, remove walls, floors, wall coverings, floor coverings and other obstructions in order to inspect concealed items. The inspector will not turn on decommissioned equipment, systems, utility services. Systems, components and conditions which are not specifically addressed in the Inspection Report are excluded.

II. INSPECTION REPORT

- A. Inspector's Opinions. The Inspection Report provided by the Inspector will contain the Inspector's professional opinions concerning the need for repair or replacement 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 the Inspector 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 Report may indicate one of the following opinions of the Inspector regarding a particular item:
 - 1. The item is performing its intended function, achieving an operation, function or configuration relative to accepted industry standard practices with consideration of age and normal wear and tear from ordinary use at the time of the inspection;
 - 2. The item is in need of replacement or repair; or
 - 3. Further evaluation by an expert is recommended.
- B. Exclusions. Unless specifically stated, the report **WILL NOT INCLUDE**, and should not be read to indicate, opinions as to:
 - 1. the presence, absence, or risk of environmental conditions such as asbestos, lead-based paint, **MOLD***, mildew, corrosive or contaminated drywall "Chinese Drywall" or any other environmental hazard, environmental pathogen, carcinogen, toxin, mycotoxin, pollutant, fungal presence or activity, poison, presence of toxic or hazardous waste or substances;
 - 2. presence or absence of pests, termites, or other wood-destroying insects or organisms;
 - 3. compliance with any ordinances, statutes or restrictions, code, listing, testing or protocol authority, utility sources, property association guidelines or requirements, manufacturer or regulatory requirements;
 - 4. insurability, efficiency warrantability, suitability, adequacy, compatibility, capacity, durability, quality reliability, marketability, operating costs, recalls, counterfeit products, product lawsuits, age, energy efficiency; or

INSPECTION AGREEMENT
PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING

5. anticipated future life or future events or changes in performance of any item inspected.
6. other items specifically excluded from the scope of an inspection under the Standards of Practice promulgated by the Texas Real Estate Commission

*Client may wish to have a licensed mold assessor perform a mold assessment/analysis. A database of licensed mold assessors can be found at <https://www.tdlr.texas.gov/mld/mld.htm>. If deficiencies are found during the inspection, *i.e.* water penetrations, evidence of previous water penetrations, discolorations, staining, microbial growth, etc., you should always, as part of your due diligence, have a mold assessment performed prior to closing.

- C. Seller's Disclosure. The Inspection Report is not a substitute for disclosures by sellers and real estate agents. Said disclosure statements should be carefully investigated for any material facts that may influence or effect the desirability and/or market value of the Property.
- D. Further Evaluation by Specialist. 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 such items as structural systems, foundations, grading, drainage, roofing, plumbing, electrical systems, HVAC, appliances, sprinkler systems pool system and components, fire/smoke detection systems, septic systems and other observable items as noted in the report. Any such follow-up should take place prior to the expiration of any time limitations such as option or warranty periods.

III. CANCELLATION FEE AND RE-INSPECTIONS

A. Cancellation Fee

1. If the Inspector arrives at the property and is unable to complete the inspection due to conditions outside the control of the Inspector, such as, large unattended dogs in the house, unattended children in the house under the age of 18, no key in the lockbox, homeowner/tenant refuses access, locked storm door, etc., then Client agrees to pay a cancellation fee of **\$185.00**.
2. If Client cancels the inspection after Inspector has arrived on site to begin the inspection, Client agrees to pay Inspector a cancellation fee of **\$185.00** plus an additional **\$50.00** per hour for the portion of the inspection performed by Inspector after the first hour. For example, if the Inspector has been inspecting the home for two hours when the Client decides it is not going to buy the home, Client would owe Inspector \$235.00.

B. Re-Inspection

If after performing the initial Inspection, Client desires for the Inspector to return to the Property to inspect certain conditions or components, Client agrees to pay Inspector a re-inspection fee in the amount of **\$185.00** for the first ten items inspected plus \$10.00 per item in excess of ten. For example, if the water or gas utilities were not on at the time of the initial inspection and Client wants the Inspector to return to the Property after the utilities are turned back on, Client agrees to pay a re-inspection fee. Similarly, if locks or obstructions prevent the Inspector from accessing the entire Property at the initial inspection and Clients wants the Inspector to return to the Property, Client agrees to pay a re-inspection fee.

IV. DISCLAIMER OF WARRANTIES

The inspector 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.

INSPECTION AGREEMENT
PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING

V. LIMITATION OF LIABILITY

BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT THE INSPECTION FEE PAID TO THE INSPECTOR 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, 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 OWN CHOOSING AND FURTHER ACKNOWLEDGES THE OPPORTUNITY OF HIRING A DIFFERENT INSPECTOR TO PERFORM THE INSPECTION. BY SIGNING THIS AGREEMENT, CLIENT AGREES TO LIABILITY BEING LIMITED TO THE AMOUNT OF THE INSPECTION FEE PAID BY THE CLIENT. THE CLIENT HEREIN UNDERSTANDS THE INSPECTORS TOTAL LIMIT OF LIABILITY AS RELATED TO THIS PROPERTY IS **(SFEE PAID HERE)**

VI. 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 agrees to allow reinspection 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 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.

VII. ATTORNEY'S FEES

The Inspector 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.

VIII. EXCLUSIVITY

The Inspection Report is to be prepared exclusively for the Client and is not transferable to anyone in any form. Client gives permission for the Inspector to discuss report findings with real estate agents, specialists, or repair persons for the sake of clarification. A copy of the Inspection Report may be released to the buyers Real Estate Agent.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS CONTRACT AND THAT THE INSPECTOR DID NOT COERCE, PRESSURE OR RUSH ME TO EXECUTE THIS CONTRACT WITHOUT OPPORTUNITY TO FULLY REVIEW THE CONTRACT AND IF NECESSARY HAVE THE CONTRACT REVIEWED BY AN ATTORNEY; THAT INSPECTOR AGREED TO RESCHEDULE THE INSPECTION IN THE EVENT I REQUIRED ADDITIONAL TIME TO REVIEW THE CONTRACT; 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 Signature: _____ Date: _____

Inspector Signature: _____ Date: _____