



This is a **Technically Exhaustive Inspection** consisting of inspections of the Property by the following specialists; Geotechnical Engineer, Structural Engineer, Certified Roofing Specialist, Electrical Engineer, HVAC Engineer, Master Plumber, Leak Detection Specialist, Chimney Sweep, Master Mason, Master Tile Setter, Fenestration Specialist, Door Installation Specialist, Master Trim Carpenter, Master Painter, Landscape Architect, Master Pool Builder, Certified Indoor Air Quality Specialist, Industrial Hygienist, Appliance Repair Specialist, Water Quality Specialist in addition to the Inspector. The fee for this service is five percent (5%) of the appraised value or selling price of the house whichever is greater, plus all restoration cost. The property will be required to be vacant for a period of three (3) consecutive weeks during the inspections. Full permission of the owner must be obtained for the required period of time to access and performance of any necessary invasive and/or destructive forensic investigation of the property the final report will be completed within sixty (60) days of the readiness of the property.

The Client declines the technically exhaustive inspection. **Client Initials**  X

<input type="checkbox"/> PAYMENT AT INSPECTION BY	_____	INSPECTION
<input type="checkbox"/> BUYER <input type="checkbox"/> SELLER <input type="checkbox"/> AGENT	_____	SPRINKLER
	_____	POOL / SPA
<input type="checkbox"/> PAYMENT BY CREDIT CARD	_____	PIER & BEAM
	_____	GAS LINE INSP.
	_____	SEPTIC SYSTEM
	_____	_____
	_____	TOTAL

**Agreement Terms**

, herein known as the Inspector agrees to perform a Property Inspection as defined by this Agreement for the purpose of informing the Client of major deficiencies in the condition of the Property listed above. The written or digital Inspection Report is the property of the Inspector and the Client and shall not be used by or transferred to any person or company without the written consent of both parties. The Inspector gives permission for this Property Inspection Report to be disclosed to real estate agents, specialists or repair persons related to this Property Contract only. This Report may not be forwarded to other parties involved in a different Property Contract or the media for any reason.

The Client understands and agrees that the physical presence of the Client at the on-site inspection of the Property is required: otherwise, the Client may waive some rights and remedies. The inspection service is conducted at the Property. The written Property Inspection Report will not substitute for the Client’s personal presence during the inspection. Unless the Client attends and participates in the inspection process, the Client will not be able to obtain all the information that is offered at the inspection. The Client is solely responsible for obtaining clarification or additional information from the Inspector if any information in the report is not fully understood by the Client. If any comment is made by the Inspector in the Report concerning the condition of any item, the Client must contact a qualified building specialist for more detailed evaluation and repair of that item.

course of the inspection or generation of the Property Inspection report by \_\_\_\_\_ shall be considered proprietary information and shall be the sole and exclusive property of \_\_\_\_\_. Physical or digital copies of the Inspection Report, notes or associated files will not be kept longer than 3 years. The Client accepts all terms and conditions of this agreement either by signing this agreement or by accepting and paying for the services rendered by the Inspector as reflected by this contract and the attached property Inspection report. Reinspection of a defective conditions noted in this Property Inspection Report is available at the hourly rate of \_\_\_\_\_ with a \_\_\_\_\_ minimum. Additional inspection services are available at the hourly rate of \_\_\_\_\_ and must be specifically contracted by this or separate agreement.

This Inspector does not inspect home security systems or provide Home Warranties. If a free home alarm system inspection was provided by Brinks Home Security during this inspection, then Brinks has purchased a limited 90 day Home Warranty with American Home Warranty Company for your consideration. There is no compensation made to the Inspector by any parties except the Client. Any questions regarding the home alarm system or Home Warranty should be directed to the specific companies. Brinks Home Security will contact you at a later date at the phone numbers you have provided the Inspector with a special offer regarding home security systems. By signing this contract, you consent to such calls.

**Client Initials**   X  

### **Scope of this Inspection:**

1. This inspection of the subject property shall be performed by the Inspector for the Client in accordance with the current Standards of Practice established by the \_\_\_\_\_. A copy of those standards may be provided by the Inspector if requested by the client at the inspection or obtained from the \_\_\_\_\_ website at \_\_\_\_\_. Limitations to this inspection are included in the Standards of Practice, the Property Inspection Report and in the list included in this agreement. Whether or not an item is able to adequately perform its designated function is NOT COVERED by this inspection.
2. The purpose of this limited visual inspection is to provide the Client with information regarding the identification and disclosure of visually observable major deficiencies this Property and the systems found in this Property as defined by the rules and regulations of the \_\_\_\_\_ at the time of the inspection. The Property Inspection Report is the Inspector's subjective opinion as to whether or not the components of this home are PRESENTLY functioning or are in need of repair. This Inspection is not intended to be technically exhaustive. Additional information and inspections beyond the scope of this inspection may be necessary to further evaluate the property or condition. Any area that is not exposed to view, is or may be concealed, or is inaccessible because of soil, walls, wall coverings, floors, floor coverings, ceilings, insulation, furnishings, stored items, built in cabinets or shelves, areas was not inspected subject to limitations or exclusions within the \_\_\_\_\_ Standards of Practice and/or by agreement of the parties involved.
3. The Inspector cannot and does not determine building code compliance, latent defects,

manufacturer's installation guidelines or performance standards. Any code reference made within this report is for informational and educational purposes only. This inspection does not include soil analysis, adequacy of design, capacity, efficiency, size, value, flood plain location, pollution or habitability. This inspection does not include environmental conditions that may exist and including and not limited to asbestos, radon gas, lead paint, urea formaldehyde, soil contamination, microwave radiation leakage, electromagnetic fields, microbiological organisms, mold, underground storage tanks, proximity to toxic waste, geological stability of soils, wood destroying insects and organisms.. Many conditions within a property may create excessive moisture problems that could lead to mold growth. The ability to detect the presence of mold is beyond the scope of this inspection. The Client is urged to contact a competent specialist if information, identification or testing of these is desired prior to purchasing the Property.

4. It is understood that the Inspector and this Agreement does not imply any warranty, expressed or implied, guarantee or assurance with regard to the continued soundness of the structure or merchantability of the structure or Property. The Inspector does not warrant or represent the continued operation of any system, equipment or appliance. The Client is advised that Property Owner Warranties are available through most Real Estate Companies and hereafter assumes responsibility for determining the need and coverage of available warranties. The Inspector is neither a guarantor nor insurer. This inspection is not intended to be a reserve study and any discussion of service life is not intended to be so construed. The Client expressly agrees that the Inspector shall not be held responsible or liable for any repairs or replacements with regard to this property, systems, components or the contents therein.

### **Limitation of Inspection Liability**

It is not possible to eliminate all risk involved in the purchase and/or ownership of the subject Property. The inspector liability is limited specifically by the following terms and conditions. The following items are not inspected unless a specific notation is made on this report stating that item was inspected and notes its condition. Alarm and Security Systems, Antennas, Automatic Oven Cleaners, Buried Plumbing, Cabinets, Clock Timers, Door / Window Lock Functions, Detached Building, Driveways, Elevators/Dumbwaiters and Lifts, Fences and Gates, Fire Sprinklers, Fountains, Furnace Heat Exchangers, Hot Water Recirculating Pumps, Humidity Equipment, Ice Makers, Intercom / Radio Equipment, Landscaping and Landscape Lighting, Laundry Equipment, Media Equipment, Microwave Leakage, Ponds, Pools and Spas, Radiant Heat Systems, Refrigeration Equipment, Septic Systems, Sidewalks, Solar Equipment of all types, Steam Baths, Sump Pumps, Telephone Equipment, Water Treatment Devices, Water Wells, Window Operation and Yard Lights. Any item not noted as inspected on this Report will be considered not inspected, and no opinion rendered about its condition or presence in the property.

The Client agrees, to the fullest extent of the law, that the Inspectors and \_\_\_\_\_'s liability for all claims, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fee and cost and expert witness fees / cost shall not exceed the amount of the fee paid for the inspection and report.

This limitation shall apply regardless of the cause of action or legal theory pled or asserted

specifically including, but not limited to negligence. The Client shall make no claim of professional negligence unless the Client has first provided the Inspector with a written certification executed by a \_\_\_\_\_ currently practicing in the field of residential Property Inspections in the state of Texas for homebuyers. The certificate shall: a) contain the name and license number of the certifying \_\_\_\_\_; b) specify the acts or omissions that the certifier contends are not in conformance with the standards of care for a \_\_\_\_\_ inspector performing a home inspection under similar circumstances; and c) state in detail the basis for the certifiers' opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Inspector not less than thirty (30) days prior to the presentation of any claim, or the institution of any arbitration or legal proceeding.

Should a dispute arise between the Client and Inspector, Client agrees to pay, indemnify, save and hold harmless the Inspector, as well as its agents and employees, for its legal fees, court cost, cost of expert witnesses, cost of depositions, and all other expenses incurred by the Inspector in defending against the Clients' complaint should the Client fail to prevail against the Inspector.

Client agrees to defend, indemnify and hold harmless the Inspector, as well as its agents and employees, and against all suits, claims or demands of any nature brought against the Inspector relating in any way to the services rendered under this Agreement or reflected in the attached Property Inspection Report regardless of fault of the Inspector.

**Client Initials**  X \_\_\_\_\_

### **Arbitration of Disputes:**

In the event of any complaint with this inspection, the Client must notify \_\_\_\_\_ in writing within ten (10) days of the date of discovery of an undisclosed problem and must thereafter allow a prompt reinspection of the home; otherwise all claims for the damages arising out of such complaint are waived by the Client. In the event a dispute cannot be resolved by the Client and \_\_\_\_\_, the parties agree to submit the dispute to arbitration through a mutually agreeable arbitrator with the American Arbitration Association. The dispute or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules. Only \_\_\_\_\_ will be eligible to serve as the arbitrator. Any judgment upon the award rendered by the Arbitrator(s) may be entered in any Court of competent jurisdiction. In the event the Client refuses to abide by the decision of a mutually agreeable arbitrator, or for any other reason institutes any legal action concerning this inspection and fails to prevail on all of the causes of action alleged, the Client shall be liable to \_\_\_\_\_ for all of its' cost, fees and attorney's fees incurred in such action.

**Client Initials**  X \_\_\_\_\_

### **Agreement Acceptance**

The undersigned have reviewed this document, understand its content and agree to the terms and conditions contained herein; specifically including the clause titled Limitation of Inspection Liability and the section titled Arbitration of Disputes and agrees to pay charges presented to the Client at the time of the inspection. A copy of this Property Inspection Agreement was available for prior review at the Inspectors website located at;

This Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change or modify or amend any part of this Agreement. In the event that any portion of this Agreement, Report or Addenda is ruled "inadmissible as evidence", the remainder of all aforementioned documents or any portion thereof shall remain admissible. Should any court of competent jurisdiction declare any term, provision, covenant or condition of this Agreement, the Report or Addenda invalid, void or unenforceable, the remainder of the terms, provisions, covenants or conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Each party signing this Agreement warrants and represents that he/she has full capacity and authority to execute this Agreement on behalf of the named party. If this agreement is executed on behalf of the Client by a third party, the person executing the Agreement expressly represents to the Inspector that he/she has the full and complete authority to execute this Agreement on the Client's behalf and to fully bind the Client to all terms, conditions, limitations, exceptions and exclusions of this Agreement.

Client will receive the Property Inspection Report within 48 hours of the inspection and agrees to contact the Inspector at \_\_\_\_\_ to inform the Inspector that the document was not received or there is any question regarding the service or inspection. .

**DATE**  X \_\_\_\_\_      **Client Signature**  X \_\_\_\_\_

**DATE**  X \_\_\_\_\_      **Inspector** \_\_\_\_\_