



INSPECTION AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT PLEASE READ IT CAREFULLY

Client Name: _____

Subject Property Address: _____

Inspection Date: _____

Inspection Fee: _____

This contract is a home inspection agreement (the "Agreement") made between Intelli Home Inspection, home inspection services (hereinafter "the Inspector" "we", "us" and "our") and the client named above (hereinafter "the Client", "you" or "your") (collectively "parties"). We are an independently owned and operated private entity engaged in the business of providing home inspection services. You request to have a general home inspection (the "inspection") and/or other inspection related services ("Ancillary Services") performed on a home located at the subject property address stated above (collectively "Services").

1. The Client warrants that the Client has read this Agreement carefully, (b) the Client understands the Client is bound by all the terms of this Agreement, and (c) the Client will read the entire Inspection Report and follow every recommendation for repairs, maintenance, safety or further evaluation by a specialist. Furthermore, the Client agrees that if such action is not undertaken and documented that the Inspector shall be held harmless for any subsequently alleged defects or deficiencies regarding that specific component/system or condition.
2. **FEE:** The Client agree to pay the fee stated above for the performance of the Service(s). In exchange for the inspection fee paid by the Client, the Inspector agrees to provide the Client with a written inspection report (the "Inspection Report") (*unless otherwise agreed in writing by the two parties). The fee must be paid in full by the end of your scheduled inspection. If the inspection fee is not paid in full, the Inspector has the right to not release its Inspection Report. A 10% late fee (per month) will be charged for all late payments. All costs, including but not limited to, collections, liens & legal fees to recover past due payments will be added to the customer final bill. A \$50.00 fee will be added to all returned checks.
3. **SCOPE OF INSPECTION:** The inspection and Inspection Report will be done in accordance with the Standards of Practice of the Texas Real Estate Commission (TREC) posted at the TREC website (<http://www.trec.texas.gov/agency-information/rules-and-laws/trec-rules#section535.227>) and you should review it prior to accepting our services. The purpose and scope of this inspection is to provide the Client with a better understanding of the property's condition as observed at the time of the home inspection. Any area which is not exposed to view, is concealed, and is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or any other thing, or those areas/items is not included in this inspection. The inspection does not include any destructive testing or dismantling. In addition to the other LIMITATION provisions in this Agreement, the Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection or exist in any area excluded from Inspection by the terms of this agreement. Maintenance and other items may be discussed but will not form a part of the inspection report. The following areas/items, systems and components are among those not included in the scope of inspection:

Code or Zoning Violations/ Permit Research/ Building value appraisal/ADA compliance/ Repair cost estimates/ System or component installation/ Adequacy of efficiency of any system component/ prediction of life expectancy of any item/ Latent or concealed defects/ Structural, geological, soil, wave action or hydrological stability, survey, engineering, analysis or testing/ Soil condition/ Termites or other Wood Destroying Organisms, rodents or other pests/ Dry rot or fungus or the damage from or relating to the preceding/ Asbestos, radon gas, lead paint, mold, urea formaldehyde, toxic or flammable chemicals, water or air quality, PCB's or other toxins, electromagnetic fields, underground storage tanks, proximity to toxic waste sites, Sick Building Syndrome or other environmental or health hazards/ Spas/ hot tubs/ Swimming pools/ Saunas/ Steam baths/ Fountains or other types of or related systems or components/ Water softener or purifiers/ Private water or sewage systems/ Seawalls, docks, davits, boat lifts or other marine equipment/ Radio controlled devices/ Telephone and cable television wiring and service/ Automatic gates/ Elevators/ Lifts/ Dumbwaiters/ Thermostatic or time clock controls/ Radiant heat systems/ Furnace heat exchanger/ Solar heating systems/ Heat pump recovery units/ Gas appliances such as fire pits, barbecues, heaters, lamps, and pool heaters/ Main gas shut off valve/ Gas leaks/ Seismic or hurricane safety/ Flood zone determination/ Previous flood history/ Boundaries/ Easements or right of way/ Freestanding appliances and buildings and sheds/ Security system/ Fire safety/ Sprinkler Systems/ Low voltage and landscape lighting systems/ Personal property/ Items specifically noted as excluded in the inspection report/ Odors & noise or any adverse condition that may affect the desirability of the property/ Proximity of railroad tracks or airplane routes/ Unique or technically complex systems or components.

If the inspection is desired in any of the areas/items, systems or components listed above, then the Client shall contact the appropriate professionals. We may be able to perform some of the above items (called Ancillary Services). The availability of the Ancillary Services varies depending on the location. You should confirm availability prior to execution of this Agreement. If your inspector recommends further action, including (but not limited to) consulting with other specialized experts, the Client must do so at the Client's expense during the due diligence period or otherwise assume all risks associated with failure to do so. This inspection is not technically exhaustive and may not reveal all deficiencies. The fee charged for this inspection is substantially less than that of a technically exhaustive inspection.

4. The Inspection Report provided by the Inspector will contain the Inspector's professional, good faith opinions concerning the general condition of the following major systems and components: structural systems (including foundation, roof system and attic), exterior components (walls, doors, windows and glazing), fireplace and chimney, electrical systems, heating, ventilation and air conditioning systems, insulation, plumbing systems, and built-in appliances. This inspection only includes those systems and components expressly and specifically identified in the inspection report. The Inspection Report will identify the following: (a) which systems and components designated for inspection herein are significantly deficient or near the end of their service lives, (b) why the Inspector deems the systems or components to be significantly deficient or near the end of their service lives, (c) whether further monitoring or evaluation/correction is needed by a specialized expert(s), and (d) whether any system or component described herein was not inspected and why it was not inspected. We reserve the right to modify the Inspection Report for the period of time that shall not exceed two business days after the Inspection Report has first been delivered to the Client. Nothing in this Agreement is intended to limit the Inspector from reporting observations and conditions in addition to those identified herein to in writing and signed by the parties. Should we, as a courtesy, exceed any particular requirement set forth herein in one area, we shall not be obligated to exceed the requirements in other areas.
5. **DISCLAIMER OF WARRANTIES:** The Client understand that the inspection and the Inspection Report do not, in any way, constitute *a/an*: (1) guarantee, (2) warranty of merchantability or fitness for any particular purpose, (3) expressed or implied warranty, or (4) insurance policy. Additionally, neither the inspection nor the Inspection Report are substitutes for any real estate transfer disclosures which may be required by law. If the Client would like a warranty or guarantee the Client must obtain it from a warranty company. This Inspection Report is prohibited from being used for Home Warranty or Insurance Underwriting purposes.
6. **LIMITATION ON LIABILITY:** BY SIGNING THIS AGREEMENT, THE 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. THE 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. THE 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, THE CLIENT AGREES TO LIABILITY BEING LIMITED TO THE AMOUNT OF THE INSPECTION FEE PAID BY THE CLIENT.
7. **DISPUTE RESOLUTION:** The Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the subject property, shall be made in writing and reported to the Inspector within ten (10) business days of discovery. The Client further agrees that, with exception of emergency conditions, the Client or the Client's agents, employees or independent contractors will make NO alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the Inspector. The Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question. In the event a dispute cannot be resolved by you and us, the parties agree that any dispute or controversy shall be resolved by mandatory and binding arbitration. The arbitration panel must include at least one licensed home inspector. If a claim is made against the Inspector for any alleged error or omission or other act arising out of the performance of this inspection, whether in court or in arbitration, and if you fail to prevail in the lawsuit, you agree to pay all costs and attorneys' fees incurred by us. Furthermore, any legal action must be brought within two (2) years from the date of the inspection or will be deemed waived and forever barred.
8. The Client understands and agrees that if the Client is not present at the time of the inspection or do not sign this Inspection Agreement that this Agreement will become part of the Inspection Report, delivery of the Inspection Report to the Client (by mail, in person or via internet) will constitute acceptance of ALL the terms and conditions of this Agreement.
9. **GOVERNING LAW & SEVERABILITY:** This Agreement shall be governed by Texas law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in force between the parties.
10. **ENTIRE CONTRACT:** This Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this agreement. No change or modification shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns and representatives of any kind whatsoever.
11. **CONFIDENTIALITY:** The inspection and Inspection Report are for your use only. You must give us permission to discuss reporting findings with real estate agents, owners, specialists, repair persons, or other interested parties for the sake of clarification. You will be the sole owner of the Inspection Report and all rights to it. We are not responsible for its use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us from any liability whatsoever. The Inspection Report, or any portion thereof, is not intended to benefit any person not a party to this Agreement, including (but not limited to) the seller or the Real Estate agent(s) involved in the real estate transaction (third party). IN THE EVENT THAT ANYONE OR ANY ENTITY CLAIMS DAMAGES AS A RESULT OF THE RELIANCE UPON THE INSPECTION REPORT, AND SEEKS RECOMPENSE FOR SAID DAMAGES FROM THE INSPECTOR, the Client agrees to indemnify, defend, and hold the Inspector harmless from any third party claims arising out of the Client's unauthorized distribution of the Inspection Report, including, but not limited to, any claims caused by the alleged negligence, breach of contract, fraud, misrepresentation, or any other theory of liability of the Inspector.

I have read, understand and agree to all the terms and conditions of this Agreement, including (but not limited to) the limitation of liability, dispute resolution, and agree to pay the inspection fee listed above.

Signature of the Client: _____

Date: _____

Signature of the Inspector: _____

Date: _____