

# Inspection Agreement

(Please read carefully)

This agreement to inspect is made and entered into by and between Stone Creek Home Inspections, referred to as "Inspector", and \_\_\_\_\_, referred to as "Client".

1. The Client will pay the sum of \$\_\_\_\_\_ for the inspection of the "Property", being the residence, and garage or carport, if applicable, located at \_\_\_\_\_.
2. The Inspector will perform a limited visual inspection in accordance with the Texas Real Estate Commission. The Inspector will render an opinion and prepare a written report of the apparent condition of the readily accessible installed systems, parts and components of the property existing on the day and at the time of the inspection. All mechanical and electrical equipment, systems and appliances are operated in normal modes and operating range at the time of the inspection. Defects and deficiencies of areas, systems, items, and components that are not exposed to view, inaccessible, and/or concealed are excluded from the inspection. The report will specifically indicate which systems, parts, and components have or have not been inspected, not present on the property, and/or not functioning or in need of repair.
3. The "Texas Real Estate Commission Standards of Practice for Home Inspectors" (the "Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. If a specific provision imposes more stringent standards or administrative rule, then the specific provision shall define the standard of duty and the conditions, limitations and exclusions of the inspection.
4. The Inspector and its employees and its agents assumes no liability or responsibility for the costs of repairing or replacing any unreported defects and/or deficiencies either current or arising in the future or any property damage, consequential damage, or bodily injury of any nature. Therefore, the liability of the Inspector is specifically limited to those situations where it can be conclusively shown that the mechanical system or structural component inspected was inoperable, in immediate need of repair or not performing the function as it was intended at the time of the inspection. In the event of a claim by the Client that an installed system or component was not in the condition reported by the Inspector, the Client agrees to notify the Inspector in writing at least ten (10) days prior to repairing or replacing the system or component. If repairs or replacement is done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The Client agrees that the Inspector is only liable up to the sum paid for the inspection and only if there has been a complete failure to follow the Standards or State law. The Client agrees to assume the risks of all losses greater than the sum paid for the inspection and agrees to accept an immediate refund of the sum paid as full settlement of any and all claims that may arise from the inspection.
5. The Inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. THE INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.
6. Systems, items, and conditions which are NOT within the scope of the inspection include, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, mildew, moisture, indoor air quality and other environmental hazards; pest, insect, and rodent infestation/presence; security and fire protection systems; internal components of the HVAC system to include evaporators, fan assemblies, and heat exchangers; other household appliances than listed in the report; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational equipment or facilities; underground storage tanks; energy efficiency measurements; concealed or private secured systems; septic systems; water wells; heating and cooling systems accessories; propane tanks; gas lines other than those attached to appliances; solar heating systems; sprinkler systems; swimming pools; water softeners; central vacuum systems; telephone, intercom or cable TV systems; antennae; lightning arrestors; trees or plants; homeowner association rules and regulations; building, electrical, mechanical or plumbing codes established by municipal ordinances on any existing structures or other governing codes, ordinances, statutes and covenants; and manufacturer specifications. Client understands that these systems, items and conditions are excluded from this inspection. Any general comments about these systems, items and conditions are informal only and do NOT represent an inspection unless these are requested as an optional inspection for a fee.

7. The Inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising out of the services performed by Inspector under this Agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney fees arising from such a claim.

8. The Inspector is a home inspection generalist and is NOT acting or representing as a structural engineer, mechanical engineer or expert in any trade or craft. The Client is urged, prior to closing, to have an expert in an appropriate field to examine/evaluate any and all items noted as *R=Not Functioning or In Need of Repair* in the inspection report to determine the full extent of the condition.

9. The Inspector does NOT perform Wood Destroying Insect (WDI) inspections. An independent pest control company will provide this inspection for a fee at the time of the home inspection, which is paid by the Inspector.

10. The Inspector does NOT perform Security System inspections. Brinks Home Security will provide a free inspection if requested at the time of the home inspection; in return the Inspector is able to provide a 90-day Limited Structural & Mechanical Home Warranty at no charge to the Client. The Client authorizes Brinks Home Security to contact them on a later date, at the phone numbers provided, with a special offer.

11. The Inspection will NOT include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

12. The Client agrees that any dispute, controversy, interpretations or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration. The decision of the Arbitrator appointed there under shall be the final and binding judgment on the Award may be entered in any Court of competent jurisdiction.

13. The Client is informed that the Texas Real Estate Commission maintains a Real Estate Recovery Trust Account for any judgments rendered against a real estate professional. The contact information is Texas Real Estate Commission, Real Estate Recovery Trust Account, P.O. Box 12188, Austin, TX 78711-2188, or 1-800-250-TREC.

14. The Client agrees to hold any and all real estate agents involved in the above mentioned property, to be inspected by the Inspector, harmless and exonerated from all loss, liability, damage, and expense occasioned or claimed by reasons of acts or neglect by the Inspector or its employees or its independent contractors engaged in and/or paid for the purpose of inspecting the property.

15. The Client understands that digital photographs attached to this report are a sample of the damages and/or deficiencies in place and should not be considered to show all of the damages and/or deficiencies found. There will be some damage and/or deficiencies not represented by digital photographs.

This represents the entire agreement and there are no other agreements either written or oral. This Agreement shall be amended only by written agreement signed by both parties. The Client acknowledges that the Agreement has been read, understood, accepted and the receipt of the final written inspection report and sum paid in full by the Client shall constitute acceptance with all the terms contained within the Agreement.

Client Signature(s) \_\_\_\_\_