

Quality Real Estate Inspections

FRANK ENGLISH

713-825-4513

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Inspection Agreement/Limitations and Disclaimer

This Agreement Limits Our Liability and Is Intended to be a Legally Binding

Please read carefully

Subject Property:

Client(s) Name(s) and address:

Realtors Name and address:

Inspection Fee: \$ Additional Fee: \$ Total Fee: \$

Client (named above) request a limited visual inspection of the subject property to be conducted by a licensed real estate inspector with Quality Real Estate Inspections. The real estate inspector, company, agents and owners are jointly referred to herein as the "inspector". The purpose of the inspection is to inform the client of visually observable major deficiencies in the condition of the inspected systems and items at the time of the inspection. Client represents and warrants that client has secured all approvals necessary for inspectors' entrance onto the subject property for the purpose of conducting the inspection. Client warrants that they will carefully read the entire inspection report (herein called report) when they receive it and will promptly call the inspector with any questions they may have. Client and inspector understand that they are bound by all terms of this agreement.

Fee: Client agrees to pay the fee stated above for the performance of the inspection. This amount shall be paid in full prior to the completion of the inspection. Should client fail to timely pay the agreed upon fee, client shall be responsible for paying any and all fees associated with collection, including but not limited to attorney's fees and costs. The parties agree that the fee agreed to here in is not contingent on the reporting of any specific, predetermined condition of the subject property. The inspector has not and will not accept a fee or other valuable consideration in this transaction from any person other than the client. The inspector has not and will not pay any portion of the fee received herein to any participant in this real estate transaction.

Scope of Inspection: The inspection to be performed for client is a non-invasive visual examination of the inspected systems and items of the subject property. Major visible defects as they exist on the date of the inspection will be noted on the report, which will be prepared by the inspector during and after the actual inspection. The report will be furnished to the client with in three business days after completion of the inspection. The inspection will be performed in accordance with the Standards of Practice set forth by the Texas Real Estate Commission (TREC) and the inspector will use the TREC Property Inspection Report to report the findings. The TREC Standards of Practice and property inspection report set forth by TREC can be viewed at <http://www.trec.state.tx.us>.

Asbestos, lead paint/pipes/solder, radon, mold, urea formaldehyde, toxic wastes, polluted water, gas line leaks, water line leaks, contaminants and all pollutants and hazardous material are not part of this inspection.

The inspection is not a warranty, guarantee, insurance policy, or substitute for real estate transfer disclosure, warranties, or Seller's Disclosure Statement which may be required by law.

Exclusions: This inspection is limited to the real property and does not include personal property unless so indicated in the report. Inspector will not inspect or report on systems and items that are not included or that are specifically excluded in the TREC Standards of Practice unless otherwise agreed to in writing and signed by both parties. Inspector is not required to inspect anything identified in the TREC Standards of Practice as limitations or exclusions specific to the systems and components inspected. No representation is made as to how long any equipment will continue to function. Maintenance conditions may be discussed but they are not a part of this inspection. The inspection to be performed is a visual inspection only. Latent and concealed defects and deficiencies are excluded from the inspection. Inspector shall have no liability for conditions that are concealed from view or inaccessible to the inspector. A system or component is not accessible if inspection requires moving personal property, dismantling, destructive measures, or any action that will, in the opinion of the inspector, likely involve risk to person or property. Anything not readily observable because it is concealed or inaccessible due to obstructions including (but not limited to) floor coverings, suspended ceiling tiles, insulation, furniture or other personal property, soil, vegetation, water, ice or snow cannot be inspected. Inspector is not required to move or disturb such items in order to diminish or eliminate the obstruction.

Mediation/Arbitration: Client agrees that if a dispute or claim arises from this agreement, the inspection, or the report, and if the dispute cannot be settled through normal discussions, the parties agree to settle the dispute by mediation. If the mediation does not result in a settlement of the dispute, then any unresolved controversy shall be submitted to binding, non-appealable arbitration. The parties also agree to share equally in the cost of the mediator and or arbitrator.

Statute of Limitations: The parties agree that no claim, demand, or action, whether sounding in contract or in tort, may be brought to recover damages against the inspector, any officers, agents or employees more than one year after the date of the inspection. Time is expressly of the essence herein. Client understands that this time period may be shorter than otherwise provided by law.

Acceptance of Report: If the client has not signed this agreement then acceptance of the report shall constitute agreement with all terms of this agreement. The report to be prepared by inspector shall be considered the final and exclusive findings of the inspector regarding the inspection of the property. Client shall not rely on any oral statements made by the inspector prior to issuance of printed report.

Choice of Law and Venue: This agreement shall be construed and enforced in accordance with the laws of the state of Texas, and venue shall be in Harris County, Texas.

Acceptance of this agreement: This agreement supersedes any and all representations or discussions, whether oral or written, if any, among the parties relating to the subject matter of this agreement. No oral agreements, understandings, or representations shall change, modify, or amend any apart of this agreement.

I/We have read, understand and agree to all of the above terms and conditions.

Client(s) _____ Date _____

_____ Date _____

Inspector: FRANK ENGLISH – Quality Real Estate Inspections

Texas Real Estate Commission License #10403

Payment of \$ _____ received by _____ Date _____ Time _____