

A PROFESSIONAL HOME INSPECTION

17819 Shady Canyon Lane
Tomball, Texas 77377
(281) 655-4383
(281) 645-6085 fax
inspector@aphi.us

Inspection Agreement

Please Read Carefully

A Professional Home Inspection, inspectors (“**Inspector**”) are licensed and regulated by the Texas Real Estate Commission (“**TREC**”), and conforms to their Standards of Practice for Real Estate Inspections.

This agreement is made and entered into by and between Inspector and _____ (hereinafter referred to as the “**Client**”) on this ____ day of _____, 2008 (the “**Agreement**”).

I/We hereby request a limited visual inspection of the structure to be conducted at the following **address**: _____ (the “**Property**”) for my/our sole use and benefit. I/We acknowledge reading and agreeing to the conditions.

In consideration of the promise and terms of this Agreement, the Inspector and Client agree to the following: The Client will pay the sum of \$_____ for the inspection of the Property. Payment is due upon the completion of the on-site inspection. Fee is based on square footage of air conditioned space and type of dwelling (i.e. single family residence, duplex, etc...). Additional structures may be inspected at additional cost.

The Inspector will perform a limited visual inspection that includes any area that is exposed to view, is not concealed, or is inaccessible because of soil, personal to identify the general features and major deficiencies of the Property (the “**Inspection**”). Inspector will then prepare a written report based on the Inspectors opinion of any deficiencies observed on the apparent condition of the readily accessible installed systems and components of the property existing at the time of the Inspection (hereinafter referred to as the “**Inspection Report**”). Inside of walls, under floors, under carpets, inside of ceilings, under or behind furnishings, or any other item(s) are not included in this Inspection. The Inspection WILL NOT INVOLVE ANY DESTRUCTIVE TESTING OR DISMANTLING. The Client agrees to assume all risk for any/all conditions, which may be concealed from view at the time of Inspection. THIS IS NOT A HOME WARRANTY, GUARANTEE, INSURANCE POLICY OR SUBSTITUTE FOR REAL ESTATE TRANSFER OF DISCLOSURE, which may be required by federal, state or municipal statues. 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. Because of its limited nature, the Inspection cannot be expected to uncover all defects or deficiencies within the structure. Inspector does not research product recalls or notices of any kind. A basic home inspection does not include the identification of, or research for, appliances and other items installed in the home that may be recalled or have a consumer safety alert issued about it. Any comments made in the Inspection Report are regarding well-known notices and are provided as a courtesy only. Product recalls and consumer product safety alerts are added almost daily. We recommend visiting the following Internet site if recalls are a concern to

you. www.cpsc.gov

The Client is encouraged to participate in the Inspection and accepts responsibility for incomplete information should the Client not participate in the Inspection. The Client's participation shall be at the Client's own risk for falls, injuries, property damage, etc. Inspector will answer any questions you may have at the time of Inspection. Upon completion of the on-site Inspection, Inspector will go over the major findings with you and answer any additional questions regarding Inspector's findings.

Areas outside the scope of the Inspection, whether or not they are concealed, are limited. Included but **NOT** limited to: Building code or zoning ordinance violation; geological stability or soil condition; structural stability or engineering analysis; termites, pests, or dry rot; mold, asbestos, radon, formaldehyde, or other environmental hazards; building value appraisal; cost estimates; condition of detached buildings or pools (unless included for an additional fee); specific components noted as being excluded on the individual system inspection forms; private water or private sewage system, or any component thereof; swimming pools, spas, hot tubs (other than equipment and visible plumbing systems); saunas, steam baths, or fixtures and equipment; radio-controlled devices, automatic gates; elevators, lifts or dumb-waiters; thermostatic and time clock controls; water softener systems, solar systems, heat exchanger, freestanding appliances, or other personal property. Any general comments about these systems, items and conditions in the written Inspection Report are informal only and **DO NOT** represent an Inspection.

Your Inspector is a home inspection generalist and is not a licensed engineer or expert in specific crafts. If your Inspector recommends consulting other specialized experts, client should do so at client's expense. In the event that any person, not a party to this Agreement, makes any claim against Inspector, its employees or agents, arising from any item(s) that have failed under testing 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.

As per the scope of the Inspection, Inspector's liability in the Inspection and the Inspection Report are limited to a refund of the fee paid for this Inspection and Inspection Report ("**Limited Liability**"). The Limited Liability of Inspector's principals, agents and associates is also limited to the fee paid. This limitation applies to anyone damaged or expenses of any kind incurred due to errors or omissions in the Inspection and the Inspection Report. This Limited Liability limitation is binding on Client, Client's spouse, heirs, principals, assigns and all others who may otherwise claim through Client. Client assumes the risk of all losses greater than the fee paid for the Inspection. Client agrees to accept a refund of the fee as full settlement of any kind and any and all claims, which may arise from this Inspection.

The Inspection and the Inspection Report issued pursuant to this Agreement are intended for the sole use and benefit of Client. No third party shall be entitled to rely upon such Inspection or Inspection Report and Inspector shall have no liability to any third party for any damages under any circumstances for statements issued by Inspector in connection with the Inspection Report or the Inspection.

Any controversy of claim between the parties arising out of or relating to the interpretation of this Agreement, the services rendered hereunder or any other matter pertaining to this Agreement, except for fee payment, will be submitted in accordance with the applicable rules of the American Arbitration Association. The parties shall mutually appoint an arbitrator who is knowledgeable and familiar with the professional home inspection industry and who is knowledgeable about the Standards of Practice of the Texas Real Estate Commission. Judgment on any award may be entered in any local (to the inspector) courts having jurisdiction and the arbitration decision shall be binding on all parties. Disputed property and equipment must be made accessible for re-inspection during the settlement process. Secondary or consequential damages are specifically excluded. All claims must be presented within one year from the date of the Inspection. The Inspector is not liable for any claim presented more than one year after the date of the Inspection. In the event the Client commences an arbitration and is unsuccessful in it, the Client will bear all of the Inspector's expenses incurred in connection therewith including but not limited to, attorney's fees and a reasonable fee to the employees of the Inspector to investigate, prepare for or attend any proceeding or examination. Client may not present or pursue any claim against the Inspector until (i) written notice of the defect or omission is provided to the Inspector and (ii) the Inspector is provided access to, and the opportunity to cure, the defect.

The Inspection Report to be prepared by the Inspector shall be considered the final exclusive findings of the Inspector of the structure. Client understands and agrees they will not rely on any oral statements made by the Inspector prior to the issuance of the written report. Client further understands and agrees that the Inspector reserves the right to modify the Inspection Report for a period of time that shall not exceed forty-eight (48) hours after the Inspection Report has first been delivered to the Client.

With any reference of water penetration or stain noted in the Inspection Report, it is recommended that a qualified professional perform a professional mold/mildew analysis. It should be noted that mold/mildew investigations are not included in the Inspection Report.

This Agreement represents the entire Agreement between Inspector and Client. 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 change or modification is in writing and signed by both the Inspector and Client.

The Inspector has no personal interest in or bias with respect to the subject matter of the Inspection Report or any parties who may be part of a financial transaction involving the Property. The conclusions and recommendations of the Inspection Report are not based in whole or in part upon the race, color, creed, sex or national origin of any of the principle parties.

Satisfaction Guarantee: If you are not completely satisfied with our performance at the time of the on site inspection, you do not owe us anything. Inspector will have no further obligation to Client. No report will be delivered.

The Client understands that if Client wants an Inspection without a limit on liability to a refund of the fee paid for the Inspection, Client may pay an additional fee to receive a technically exhaustive Inspection Report without the limitation. The MINIMUM additional fee for this type of Inspection is Three Thousand and No/100 Dollars (\$3,000.00) and will be performed by Licensed Professionals, including but not limited to: Electricians, Plumbers, Engineers, HVAC, Roofers, and others.

I do do not want the technically exhaustive report. Initial

Utilities: It is the client’s responsibility to insure that all utilities are turned on in the home and all areas are accessible prior to the inspection. Client agrees to pay inspector a re-inspection fee (Starting at 200.00) for any items that were not on / accessible at the time of inspection. Initial

Termite Inspection: If we have scheduled a Termite inspection for you. A Professional Home Inspection is paying a fee received by the inspector to **North American Pest Control (“Third Party”)**I have been informed and consent to the arrangement between third parties and the inspector.

Optional Items already Included in above Fee: Termite (North American Pest Control) Swimming Pool/Spa Crawl space Lawn Sprinkler Out building(s) Well Septic (Function Flow Test) Water Test (Coli form) Outdoor BBQ Free Brinks Alarm Inspection

Brinks alarm inspection: We are paid an administration fee by brinks, for scheduling the free alarm inspection. *By signing this agreement you authorize Brinks Home Security to call you at the phone number you have provided to discuss a special alarm system offer.*

By affixing my signature to this document, I acknowledge that I have read and understand this entire Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

COPIES OF THIS AGREEMENT SHALL BE DEEMED AS ORIGINAL.

CLIENT:

INSPECTOR:

Signature

A PROFESSIONAL HOME INSPECTION

Printed Name

Inspector

Date: _____

Date: _____

Signature

Distribution of Report: Inspector is authorized to distribute copies of the Inspection Report to all parties directly involved in this transaction, unless otherwise instructed in writing.

Printed Name

Date: _____

BEFORE WE CAN START AN INSPECTION WE MUST RECEIVE A SIGNED COPY OF THIS AGREEMENT.