



PROPERTY INSPECTION AGREEMENT

THIS AGREEMENT is made and entered into by and between ADVANTAGE PROPERTY INSPECTIONS, LLC, Lance Dunahoe, TREC #9283, (referred to as “Inspector”) and _____(referred to as “Client”).

In consideration for the promises contained in this Agreement, the parties agree as follows:

The Client will pay the total sum of \$ _____ for the inspection of the residential structure, and garage or carport, if applicable for the property location _____(address) in _____(city), State of Texas, Zip Code _____(herein referred to as “Property”).

1) Inspection and report. The Inspector will perform a visual inspection and prepare a written report of the apparent condition of the visible and readily accessible installed systems and components of the Property existing at the time of the inspection.

2) Standards. The inspection and report shall be governed by the Standards of Practice set forth by the Texas Real Estate Commission (TREC) in Licensing Act 535.227, including the standard of duty and the conditions, limitations and exclusions of the inspection. The Standards are incorporated by reference herein.

3) Non-transferability. 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 prepared in accordance with this Agreement.

4) Indemnification. In the event that any person not a party to this Agreement makes any claim against Inspector, its agents, officers and/or employees, arising out of the services performed by Inspector under this Agreement, Client agrees to indemnify, defend and hold harmless Inspector, its agents, officers and/or employees from any and all damages, expenses, costs and attorney fees arising from such a claim.

5) Disclaimer of Warranties and Guarantees. Client understands, agrees and acknowledges that Inspector, its agents, officers and/or employees, do not make any warranties or guarantees, expressed or implied, as to the services provided to Client. Further, Client understands, agrees and acknowledges that Inspector makes no warranty, expressed or implied, as to the fitness for use, condition, performance or adequacy of any inspected structure, item, component, or system, included in the inspection provided for by this Agreement.

6) Unreported defects or deficiencies. Notice Requirements. In the event a dispute or controversy arises out of the home inspection performed on Property, Client agrees to (1) Submit a written claim to Inspector at address listed below detailing the suspected error or omission, (2) allow Inspector to perform a reinspection of the areas or items sustained in the claim, (3) not to disturb or repair the disputed item prior to a reinspection by the Inspector unless reasonably necessary, and (4) once adjusted, to sign a waiver of further cause against Inspector.

Initials

7) **Limitation of Liability.** Client understands, agrees and acknowledges that Inspector, its agents, officers and/or employees assume no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies either current, or arising in the future, or any property damage, consequential damage or bodily injury of any nature relating thereto. Client further agrees that Inspector's liability shall not exceed the maximum sum amount equal to the fees paid by Client to Inspector for services provided according to this Agreement.

8) **Scope of Inspection. The inspection is a visible inspection of readily accessible components.**

All utilities should be on at the time of inspection. If utilities are not on related components may not be inspected for operation.

If the inspector is asked to return to the property to re-inspect components that were not accessible, installed or functioning on the inspection date shown at the bottom of page 2, a re-inspection fee of \$125 will be assessed.

The Client understands, agrees and acknowledges that the Inspector is not a licensed specialist in any field, e.g., Roofer Contractor, Electrician, Plumber, Heating and Air Conditioning Technician, Pest Control Technician, Structural Engineer, Foundation Specialist, or in any field other than that of a General Home Inspector licensed and governed by the Texas Real Estate Commission.

The Client understands and agrees that Inspector is obligated only to report the conditions that exist at the time and date of the inspection on items that are visible and accessible to the Inspector at the time of the inspection and does not address, predict, or determine the future functional performance of any item inspected.

The Client understands, agrees and acknowledges that Inspector and its employees, officers and/or agents are not responsible for (a) reporting any construction or installation defect in the residential building inspected, (b) failing to observe or provide opinions with respect to any part, component or system of the residential building that is not included in the Home Inspection Report, or any defects which become apparent after the date and time of the Home Inspection and (c) inspecting for compliance with current Building Codes, Ordinances or Statutes.

The Client understands, agrees and acknowledges that the following items, systems, parts or components are specifically excluded and are not inspected: *radon formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi or other environmental hazards; pest infestation; security and fire protection alarm systems, antennas, lightning arrestors, trees or plants, intercom systems, cable TV systems, buried or concealed wiring; buried or concealed piping, cabinets, clocks and timers, electronic filters, exterior gas grills, fire sprinklers, gas lines (except as required by TREC guidelines), gas line leak tests, heat exchangers (except as required by TREC guidelines); household appliances, free standing appliances, humidity equipment, ice makers, laundry equipment, refrigerators, automatic oven cleaning systems; wall interiors and enclosed components; paint, wallpaper, and any treatments to windows, doors, interior walls, ceilings or floors; recreational facilities or equipment; radiation testing, lot drainage, private water well testing, plumbing leak tests, underground storage tanks, energy efficiency measurements, sealed or otherwise concealed flue areas, septic systems, sewer systems, solar devices or systems, thermostatic vent controls, thermostatic temperature controls, water softener systems, water potability testing; manufacturer specifications, recalls, EIFS; any and all parts, components or systems which require dismantling or defacing of the property in order to access them, any and all areas of the structure which do not allow complete and safe access which would require dismantling or defacing of the property in order to access them, any and all areas covered by furnishings, storage, carpets or other obstruction; and any other specific exclusions contained within this Agreement. Any verbal comments about these systems, or about items and conditions contained in the written report are informal and **DO NOT** represent the inspection.*

Client understands, agrees and acknowledges that this inspection and report will not include an appraisal of the value or a survey of the Property, is not a compliance inspection or certification for past or present governmental codes or regulations of any kind, and is not a determination as to whether the property is insurable.

9. Release.

Client authorizes Inspector to release copies of the Report to and to discuss findings of Inspection with the following:

YOUR REALTOR® _____, Seller/Seller Agent _____, Other: _____. (*Client to initial on line if applicable*)

10. Entire Agreement. This Agreement, including the terms and conditions on all pages contained herein, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and if Texas State Laws or regulations are more stringent than the forms of the Agreement, the State law or rule shall govern.

By: ADVANTAGE PROPERTY INSPECTIONS LLC,

Lance Dunahoe, TREC #9283

P.O. Box 1412, Colleyville, TX 76034

CLIENT: _____ DATE: _____