

# Finley's Home Inspections LLC

## Inspection Agreement

Client(s): \_\_\_\_\_

Inspector: John Anthony Finley, TREC Professional Inspector License# 23229

Address of Property To Be Inspected: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Date of Inspection: \_\_\_\_\_ Inspection Fee: \_\_\_\_\_

### I. Scope of Services

A. In exchange for the inspection fee paid by the Client, the inspector (Finley's Home Inspections LLC) agrees to provide the Client with an Inspection Report setting out the Inspectors professional opinions concerning the condition of the property further described in the report. The Inspection will be performed in accordance with the Standards of Practice promulgated by the Texas Real Estate Commission. Inspector will attempt to identify major defects and problems with the property. **However, Client acknowledges that the Inspection Report may not identify all defects of problems**

B. The Real Estate Inspection is a non-technically exhaustive, limited visual survey and basic performance evaluation of the systems and components of the dwelling using normal controls and does not require the use of specialized equipment or procedures. The purpose of the inspection is to provide the Client with information regarding the general condition of the Property at the time of the inspection.

C. The Inspection is limited to those items which can be seen, easily accessed and/or operated by the Inspector at the time of the Inspection as set out in the Inspection Report. Inspector will not turn on decommissioned systems, equipment and utility services. Inspector will not climb over obstacles, move furnishings or objects, remove walls, wall coverings, floors, floor coverings and other obstructions in order to inspect concealed items. Systems, conditions and components not specifically addressed in the Inspection Report are excluded. Inspector is not required to inspect areas which may contain, in Inspector's sole discretion, materials hazardous to the health and/or safety of the Inspector.

D. The Inspection Report may indicate one of the following opinions of the Inspector regarding a particular item:

1. The item is performing its intended function, achieving a configuration, operation or function relative to accepted industry standard practices with consideration of age and normal wear and tear from ordinary use at the time of the inspection.
2. The item is in need of maintenance, repair or replacement
3. Further evaluation by an expert is recommended.

### II. Inspection Report

- A. The Inspection Report provided by the Inspector will contain the Inspector's professional opinion concerning the need for repair or replacement of certain observable items. All statements in the Inspection Report are the Inspector's opinions and should not be construed as statements of fact or factual representations concerning the property. **By signing this agreement, the Client understands that the services provided by the Inspector fall within the Professional Services Exemption of the Texas Deceptive Trade Practices Act (DTPA) and agrees that no one cause of action exist under the DTPA related to services provided.**
- B. Unless specifically stated, the report will not include and should not be read to indicate opinions as to
  1. The presence, absence or risk of environmental conditions,
  2. Compliance with codes, ordinances, statutes or restrictions or the insurability, efficiency, quality, durability, future performance or future life of any particular item inspected.
  3. The presence or absence of pest, vermin, and wood destroying insect or organisms.
- C. The Inspection Report is not a substitute for disclosure by sellers or real estate agents. Said disclosure statements should be carefully read for any material facts that may influence or effect the desirability and/or the market value of the property
- D. As noted above, the Inspection Report may state that future evaluation of certain items is needed by an expert in the field of the item inspected. By signing this agreement, Client acknowledges that qualified experts may be needed to further evaluate such items as grading, drainage, foundations, structural systems, roofing, HVAC, electrical systems, plumbing, appliances and other observable items as noted in the report.

### III. Disclaimers of Warranties

The inspector makes no guarantee or warranty, expressed or implied, as to any of the following

1. That any of the items inspected are designed or constructed in a good and workmanlike manner.
2. That all defects have been found or that the Inspector will pay for repair of undisclosed defects.
3. That any of the items inspected are merchantable or fit for any particular purpose.
4. That any of the items inspected will continue to perform in the future as they are performing at time of the inspection.

### IV. Limitation of Liability

**By signing this agreement, 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. Client acknowledges that without the ability to limit liability, the Inspector would be forced to charge the Client much more than the inspection fee for the Inspectors services. 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, client agrees to liability being limited to the amount of the inspection fee paid by the client.**

### V. Dispute Resolution

In the event a dispute arises regarding an inspection that has been performed under this agreement, the Client agrees to notify the Inspector within ten (10) days of the date the Client discovers the basis for the dispute so as to give the Inspector a reasonable opportunity to re-inspect the property. Client agrees to allow re-inspection before any corrective action is taken. Client agrees not to disturb or repair or have repaired anything which might constitute evidence relating to a complaint against the Inspector. Client further agrees that the Inspector can either conduct the re-inspection himself or can employ others (at Inspectors expense) to re-inspect the property, or both. **In the event a dispute cannot be resolved by the Client and the Inspector, the parties agree that any dispute or controversy shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (AAA) pursuant to Chapter 171 of the Texas Civil Practice & Remedies Code and in accordance with this arbitration agreement and the commercial arbitration rules of AAA.**

NOTICE TO CONSUMERS AND SERVICE RECIPIENTS: A recovery fund is available for aggrieved persons through the Texas Real Estate Commission (TREC), P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000, <http://www.trec.texas.gov>

### VI. Attorney's Fees

The Inspector and the Client agree that in the event any dispute or controversy arises as a result of this Agreement, and the services provided hereunder, the prevailing party in the dispute shall be entitled to recover all the prevailing party's reasonable and necessary attorneys fees and cost incurred by that party.

### VII. Exclusivity

The Inspection and written 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 the Inspector, its employees or agents arising out of the services performed by the Inspector under this Agreement, or claims alleging in whole or part any negligent act or omission of the Inspector, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, cost, and attorney fees arising from such a claim.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS CONTRACT, THAT I UNDERSTAND THE TERMS AND CONDITIONS AND THAT I AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF CLIENT IS MARRIED, CLIENT REPRESENTS THAT HE OR SHE HAS BEEN AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF HIS OR HER SPOUSE AND/OR FAMILY MEMBER(S).

Client Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

Client Printed Name(s): \_\_\_\_\_

Client Email: \_\_\_\_\_

I would like copy of Inspection Report forwarded to my realtor (PLEASE CHECK BOX IF APPLICABLE)