

Inspection Agreement
This Agreement Limits the Company's Liability
And Is Intended To Be a Legally Binding Contract
Please Read It Carefully

Client: _____ **Report #:** _____

Property Address: _____

Inspection Date: _____

Inspection Fee: \$ _____ **Additional Fees:** \$ _____ **Total Fee:** \$ _____

Client (undersigned) requests a limited visual inspection of the subject property to be conducted by a licensed real estate inspector with Gene Inspections PLLC. The real estate inspector and the company and their agents, employees, and owners are jointly referred to herein as "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 inspector's 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

1. **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 Client within three business days after completion of the inspection. The inspection will be performed in accordance with the Standards of Practice of 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 the Property Inspection Report define the scope of the inspection to be performed. Copies of the TREC Standards of Practice and Property Inspection Report will be provided upon request or client may view them at <http://www.trec.state.tx.us>. The inspection only includes those systems and items expressly and specifically identified in the report. The inspection and report thereon is not a warranty, guarantee, insurance policy, or substitute for real estate transfer disclosures, warranties or Seller's Disclosure Statement which may be required by law.

1. **OTHER SERVICES:** It is understood and agreed by the parties hereto that all provisions, limitations, exceptions and exclusions of this agreement shall apply to any optional services entered into by the parties.

1. **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 or Property Inspection Report unless otherwise agreed to in writing signed by the 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 involved risk to persons 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.

1. **ENVIRONMENTAL AND HEALTH ISSUES:** The client specifically acknowledges that a Property Inspection is not an Environmental Survey and is not intended to detect, identify, disclose or report on the presence of any actual or potential environmental concerns or hazards in the air, water, soil or building materials. Such environmental concerns and hazards include, but are not limited to, asbestos; "Chinese Drywall"; radon; lead; urea formaldehyde; mold; mildew; fungus; pests such as wood destroying organisms, insects, and rodents; odors; noise; toxic or flammable chemicals; water or air quality; carbon monoxide; PCB's or other toxins; electromagnetic fields; underground storage tanks; proximity to toxic waste sites; soil contamination or any other environmental hazards or violations. You agree to hold the inspector harmless for any injury, health risk or damage caused or contributed to by these conditions.

1. **LICENSED INSPECTOR:** Inspector is licensed as a real estate inspector by the Texas Real Estate Commission. Client understands that the Inspector is a generalist, knowledgeable in a variety of areas, but does not hold himself as an expert in any field. A preliminary generalist inspection and report is an unbiased opinion, based upon the experience of the individual inspector. Inspector is not an insurer or guarantor against defects in the systems and items inspected. If the inspector recommends consulting specialized experts for further evaluation or repair, it is up to the Client, at the Client's expense, to proceed with further inspections or evaluations with experts as selected by Client. Client agrees to consult with an appropriate specialist on any item noted in need of repair, replacement or further evaluation prior to closing. Inspector may not perform or agree to perform repairs or maintenance in connection with the inspection. The Inspector is not a principal, broker or salesperson in this real estate transaction.

1. **INTERNACHI'S "WE'LL BUY YOUR HOME BACK GUARANTEE":** Client understands that under the "We'll Buy Your Home Back" program, InterNACHI purchases the home, not the Inspector. Inspector's role is limited to his/her participation in the "We'll Buy Your Home Back" program, but InterNACHI purchases the home. Client understands Inspector has no obligation to purchase the home under the "We'll Buy Your Home Back" program, and Client's sole remedy for any failure to purchase the home is against InterNACHI.

1. **LIMITED WARRANTY:** Client acknowledges that the Inspector warrants only that its inspection will be performed in accordance with the scope herein, the inspection report, and the standards of practice of the Texas Real Estate Commission. This is a limited and non-transferable warranty and is the only warranty given by Inspector. Inspector makes and client receives no other warranty, express or implied. All other warranties, including warranties of merchantability and fitness for particular purpose, are expressly excluded and waived by client. This stated express

limited warranty is in lieu of all liabilities or obligations of Inspector for damages arising out of or in connection with the performance of the inspection and any delivery and use of and reliance on the report. Client waives any claim for consequential, exemplary or incidental damages.

1. **CONFIDENTIALITY OF REPORT:** The report is confidential and is for the sole and exclusive use of the Client. It is not to be copied or disseminated to any other party without the express written consent of the Inspector. Use of all information contained in the report is specifically restricted to the transaction for which the inspection was performed. Use of or reliance upon the report by other parties, or for other transactions, is strictly prohibited. No third party shall have any right arising from this contract or the report and may not rely on this report. In consideration of the furnishing of the report, the Client agrees to indemnify, defend, and hold harmless Inspector for all costs, expenses, legal fees, awards, settlements, and judgments in any legal proceeding brought by any third party who claims that he/she relied on representation made in such report and was damaged thereby. Client's request that Inspector release copies of the report to any third party or client's release of copies of the report to any third party shall be at Client's risk with respect to the contents of this paragraph.

1. **DISCLOSURE:** Client requests and authorizes Inspector to disclose information and provide a copy of the report to real estate agents, sellers, lenders, attorneys and other parties intimate to this transaction. Inspector authorizes Client to provide a copy of the report to the seller, the lender and the real estate agents in this transaction. The Inspector may have an affiliation with a third party service provider ("TPSP") in order to the offer the Client additional value added services. By entering into this agreement the Client (a) authorize the Inspector to provide the Client's contact information (including telephone number) to the TPSP, and (b) waive and release any restrictions that may prevent the TPSP from contacting the Client.

1. **LIMITATION OF LIABILITY:** Inspector assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. Client acknowledges that the liability of Inspector, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the Inspector's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the Inspector, and this liability shall be exclusive. Client waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the Inspector and Client; and (iii) to enable the Inspector to perform the inspection at the stated fee.

1. **HOLD HARMLESS AGREEMENT:** Client agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the Inspector or his employees or visitors or of independent contractors engaged or paid by Inspector for the purpose of inspecting the subject home.

1. **ARBITRATION:** Any controversy or claim between the parties hereto, arising directly or indirectly out of, connected with, or relating to the interpretation of this Agreement, the scope of the services rendered by Inspector, the Inspection Report provided to the Client by Inspector, or as to any other matter involving any act or omission performed under this Agreement, or promises, representations or negotiations concerning duties of the Inspector hereunder, shall be submitted to arbitration in accordance with the applicable rules of Construction Dispute

Resolution Services, LLC or Resolute Systems, Inc. Each party to the dispute shall be responsible for their own costs for the arbitration process. The dispute shall be submitted to a sole arbitrator who is knowledgeable and familiar with the professional home inspection industry. Judgment on any award may be entered in any court having jurisdiction, and the arbitration decision shall be binding on all parties. Unless applicable law requires otherwise, arbitration shall occur in the county or judicial district in which the Inspector's principal place of business is located. Secondary or consequential damages are specifically excluded. In the event that any dispute arises out of the Inspection or Inspection Report, and proceedings are commenced by the Client, if the Client is unsuccessful in maintaining the claim, then the Client shall be liable to the Inspector for all charges, expenses, costs and legal fees (on a lawyer and client basis) incurred by the Inspector on a complete indemnity basis, including a reasonable fee for all the time spent by the Inspector or Inspector's personnel in investigating, research, preparation for, and attendance at court hearings and examinations. Unless prohibited by applicable law, any claims must be presented within one (1) year from the date of the inspection; Inspector shall have no liability for any claims presented more than one (1) year after the date of the inspection.

1. **DISPUTE RESOLUTION:** In the event of a claim against the Inspector, the Client agrees to supply the Inspector with the following: (1) written notification of adverse conditions within 14 days of discovery; and (2) access to the premises. Failure to comply with the above conditions will release the Inspector and its agents from any and all obligations or liability of any kind.
1. **FEE:** Payment of the fee to the Inspector is due upon completion of the onsite inspection. The Client agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If Client is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.
1. **RE-INSPECTION:** If the Client requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.
1. **SEVERABILITY:** If any portion of this agreement is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in force and effect to the parties to the fullest extent possible.
1. **ACCEPTANCE OF THE REPORT:** If the client has not signed this agreement then acceptance of the report shall constitute agreement with all of the 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 the issuance of the printed report.
1. **ACCEPTANCE OF THIS AGREEMENT:** This agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, assigns, agents, and representatives of any kind whatsoever. If client is married, client represents that this obligation is a family obligation incurred in the interest of family. With regard to words used herein, the singular shall include the plural and the plural shall include the singular where appropriate. This agreement constitutes the entire integrated agreement between the parties pertaining to the subject matter hereof and may be modified only by a written agreement signed by all of the parties. This agreement supersedes any 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 part of this agreement.

I HAVE READ, UNDERSTAND AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND TO PAY THE FEE SHOWN ABOVE.

Dated _____

Signature of Client _____

Dated _____

Signature of Inspector _____