



INSPECTION AGREEMENT

Address of Property Inspected: _____

Client Name(s): _____

Client email and phone number: _____

Date and Time of Inspection: _____

Inspection Company: _____ **Inspector:** _____

Inspection Fee: _____ For services as indicated in this Agreement and the attached "Scope of Inspection."

This Agreement is made by and between the Client(s) (referred to herein as "Client") and Milepost Home Inspection ("Inspector") who understand and voluntarily agree as follows:

1. **FEE:** In exchange for the Inspection Fee noted above paid by Client, the Inspector will conduct a limited visual inspection of the Property and provide a written report. The amount shall be paid in full prior to delivery of the written inspection report.
2. **SCOPE OF INSPECTION:** The inspection will be performed in accordance with the Texas Standards of Practice of the Texas Real Estate Commission (TREC). Inspector will attempt to identify major defects and problems with the Property. **However, Client acknowledges that the Inspection Report may not identify all deficiencies, defects or problems.**
 - a. The inspection is a limited visual survey and basic performance evaluation of the systems and components of a building using normal controls that provides information regarding the general condition of a residence at the time of inspection. This inspection is not intended to be a comprehensive investigation or exploratory probe to determine the cause or effect of deficiencies noted by the Inspector. Not all conditions may be apparent on the inspection date due to weather conditions, inoperable systems, inaccessibility of areas of the property, etc. The system(s) inspected will be as indicated on attached "Scope of Inspection."
 - b. The Inspection Report will be provided on the current Property Report Form promulgated by TREC. This Form and the Standards of Practice stipulate the requirements and limitations of real estate inspections. It is recommended that the Client review this information prior to signing this Agreement. This Form and the Standards of Practice are available upon request from the Inspector, or at www.trec.texas.gov.
 - c. Unless specifically stated, the report will not include and should not be read to indicate opinions as to the environmental conditions, presence of toxic or hazardous waste or substances, presence of termites or other wood-destroying organisms, or compliance with codes, ordinances, statutes or restrictions or the insurability, efficiency, quality, durability, future life or future performance of any item or system inspected.
 - d. The Inspection Report is not a substitute for disclosures by sellers and real estate agents. Said disclosure statements should be carefully read for any material facts that may influence or affect the desirability and/or market value of the Property.
3. **LICENSED INSPECTOR:** Inspector is a licensed Professional 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. The Inspection Report may state that further 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 structural systems, foundations, grading, drainage, roofing, plumbing, electrical systems, HVAC, appliances, sprinkler systems, fire/smoke detection systems, septic systems and other observable items as noted in the report.
4. **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 the 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. The inspector makes no guarantee or warranty, of any kind, express or implied, including but not limited to the following:

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

5. 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 Client much more than the Inspection Fee for the Inspector's services. By signing this Agreement, Client agrees to liability being limited to the amount of the Inspection Fee paid by the Client.

- 6. **CONFIDENTIALITY OF REPORT:** The report is confidential and is for the sole and exclusive private use of the client. 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 rights arising from this contract or the report and may not rely on the report. Client gives permission for the Inspector to discuss report findings with real estate agents, specialists, or repair persons for the sake of clarification.
- 7. **DISPUTE RESOLUTION NOTICE:** In the event a dispute arises regarding an inspection that has been performed under this agreement, the Client agrees to notify the Inspector in writing, 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 reinspect 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 reinspection himself or can employ others (at Inspector's expense) to reinspect 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. The arbitration panel must include at least one licensed home inspector.***
- 8. **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 that dispute shall be entitled to recover all of the prevailing party's reasonable and necessary attorneys' fees and costs incurred by that party.
- 9. **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 between the parties to the fullest extent possible.
- 10. **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.
- 11. **STATUTE OF LIMITATIONS:** The parties agree that no claim, demand, or action, whether sounding in contract or in tort, maybe brought to recover damages against the inspector, or its' officers, agents, or employees **MORE THAN ONE YEAR AFTER THE DATE OF THE INSPECTION. TIME IS EXPRESSLY OF THE ESSENCE.** Client understands that this time period may be shorter than otherwise provided by law.
- 12. **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 supercedes 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 part of this agreement.

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

Client(s): _____

Inspector: _____

Representing: Milepost Home Inspection

Date: _____

Date: _____



SCOPE OF INSPECTION

Address of Property Inspected: _____

Client Name(s): _____

Date of Inspection: _____

1. This "Scope of Inspection" is only valid when executed along with an accompanying Inspection Agreement and is not valid as a separate document. All terms and conditions of the Inspection Agreement apply equally herein.
2. The Inspector agrees to:
 - a. inspect items, parts, systems, components and conditions which are present and visible at the time of the inspection, but the inspector is not required to determine or estimate the remaining life expectancy or future performance of any inspected item, part, system or component;
 - b. operate mechanical and electrical equipment, systems, and appliances during an inspection in normal modes and operating range at the time of the inspection;
3. 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 remove walls, floors, wall coverings, floor coverings, furniture, and other obstructions in order to inspect concealed items. Systems and conditions which are not specifically addressed in the Inspection Report are excluded.
4. Unless otherwise noted, the following will not be inspected: pools, spas, hot tubs and related equipment; private water wells; septic systems.
5. The major systems which will be inspected include (check where applicable):

_____ All systems listed below (if present at Property);
Or, select specific system(s):

_____ Structural, including:

Foundations, Grading and Drainage, Roof Covering Materials, Roof Structures and Attics, Walls, Ceilings and Floors, Doors, Windows, Stairways, Fireplaces and Chimneys; Pórches, Balconies, Decks, and Carports

_____ Electrical

_____ Heating, Ventilation and Air Conditioning

_____ Plumbing

_____ Appliances

_____ Landscape Irrigation (Sprinkler) Systems

Additional comments, if any: _____

Client(s): _____

Inspector: _____

Representing: Milepost Home Inspection

Date: _____

Date: _____