

Vista Home Inspections, LLC

INSPECTION AGREEMENT

PLEASE READ THIS INSPECTION AGREEMENT CAREFULLY BEFORE SIGNING

This Inspection Agreement (herein after known as the Agreement) is entered into on this day, 08/15/2017 between CLIENT (herein after know as the Client) and Vista Home Inspections, LLC (herein known as the Inspector) for the purpose of performing a general property condition inspection concerning 12345 Anywhere, Dallas, TX (herein known as Property)

I. SCOPE OF SERVICES

- A. A real estate inspection is a non-technically exhaustive, limited visual survey and basic performance evaluation of the systems and components of the building 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.
- B. In exchange for the inspection fee paid by the Client, the Inspector agrees to provide the Client with an Property Inspection Report setting out the Inspector's professional opinions concerning the condition of the Property further described in the report. The inspection will be performed in accordance with the Standard of Practice promulgated by the Texas Real Estate Commission. Inspector will attempted to identify major defects and problems with the Property. However, the Client acknowledges that the Property Inspection Report may not identify all defects or problems.
- C. The inspection is limited to those items which are easily accessible, see, viewed or capable of being approached entered and or operated by the inspected at the time of the inspection as set out in the Property Inspection Report. The Inspector will not climb over obstacles, move furnishings or large, heavy or fragile objects, remove walls, floor covering and other obstructions in order to inspect concealed items. The Inspector will not turn on decommissioned equipment, systems, utility services. Systems, components and conditions which are not specifically addressed in the Property Inspection Report are excluded.
- D. The Property Inspection Report may indicated one of the following opinions of the Inspector regarding a particular item:
 1. The item is performing its intended function, achieving an operation, function or configuration 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 replacement, maintenance or repair; or
 3. Further evaluation by an expert is recommended.

I. INSPECTION REPORT

- A. This Property Inspection Report shall supersede any written or verbal conversations, comments and or reports that were provided prior to providing this written Property Inspection Report.
- B. The Property Inspection Report provided by the Inspector will contain the Inspectors professional, good-faith opinions concerning the need for repair or replacement of certain observable items. All statements in the report are the Inspectors opinions and should not be construed as statements of 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 cause or action exist under the DTPA related to the services provided.**
- C. Unless specifically stated, the report will not include and should not read to indicate opinions as to:
 1. The presences, absence, or risk of environmental conditions such as asbestos, lead-based paints, mold, mildew, corrosive or contaminated drywall "Chinese Drywall" or any environmental hazard, environmental pathogen, carcinogen, toxin, mycotoxins, pollutant, fungal presence or activity, poison, presence of toxic or hazardous waste or substances;
 2. Presence or absence of pest, termites and or other wood-destroying insects and or organisms.

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3. Compliance with any ordinances, statues or restrictions, code, listing, testing or protocol authority utility sources property association guidelines or requirements, manufacture or regulatory requirements;
 4. Insurability, efficiency warrant ability, suitability, adequacy, compatibility, capacity, durability, quality, reliability, marketability, operating costs, recalls, counterfeit products, product lawsuits, age, energy efficiency; or anticipate future life or future events or changes in performance of any item inspected.
- C. The Property Inspection Report is not substitute for disclosures by the Sellers and Real Estate Agents. Said disclosure statements should be carefully investigate for any material facts that may influence or effect the desirability and or market of the property.
- D. As noted above, the Property 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, the Client acknowledges that qualified experts may be needed to further evaluate such items as structural systems, foundations, grading, drainage, roofing, plumbing, electrical system, HVAC, appliances, sprinkler systems, pool system and related components, fire/smoke detection systems, septic systems and other observable items as noted in the report. Any such follow-up should take place prior to the expiration of any time limitations such as option or warranty periods.

III. DISCLAIMER OF WARRANTIES

The Inspector makes no guarantee or warranty, express or implied, as to any of the following:

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

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. The Client herein understands the Inspectors total limit of liability as related to this Property is \$350.00

CLIENTS INITIALS

V. INSPECTION FEES

The fee schedule for inspection services is set forth in the Agreement and invoice. Inspection fee is due and payable by cash, certified funds (e.ge., money order, cashier's check), or major credit card at the conclusion of the inspection. Acceptance of this Agreement is also an agreement to pay the inspection fee and any penalty fees that may apply, as specified below.

If payment was not received within 7 days after the completion of the inspection, client is subject to a late charge of \$50.00, and \$50.00 each 30 day period thereafter.

CLIENTS INITIAL

INSPECTION AGREEMENT

VI. 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 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 re-inspection himself or can employ others (at Inspector's expense) to reinspect the property, or both. In an 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 Practices & Remedies Code and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA. The Client agrees to and shall bear all filing fees required by the American Arbitration Association.

VII. 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.

VIII. Choice of Law Venue

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venues shall be in Ellis County, Texas.

IX. 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 attorney's fees and cost incurred by that party.

X. Exclusivity

The Property Inspection Report is to be prepared exclusively for the Client named and is not transferable to anyone in any form. No third party may rely on this property inspection report for any purpose. Client gives permission for the Inspector to discuss report findings with real estate agents, specialist or repair persons for the sake of clarification.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS CONTRACT AND THAT THE INSPECTOR DID NOT COERCE, PRESSURE OR RUSH ME TO EXECUTE THIS CONTRACT WITHOUT OPPORTUNITY TO FULLY REVIEW THE CONTRACT AND IF NECESSARY HAVE THE CONTRACT REVIEWED BY AN ATTORNEY; THAT INSPECTOR AGREED TO RESCHEDULE THE INSPECTION IN THE EVENT I REQUIRED ADDITIONAL TIME TO REVIEW THE 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 THIS OBLIGATION IS A FAMILY OBLIGATION INCURRED IN THE INTEREST OF THE FAMILY.