

TX HOME INSPECT

HOME INSPECTION AGREEMENT

This is an Agreement between the undersigned Client (“CLIENT”) and the Inspector (“INSPECTOR”) collectively referred to herein as “the parties.” The terms below govern this Agreement.

1. The address of the property is: _____.
2. The fee for the inspection is: \$ _____. Payment is due upon completion of the on-site inspection.
3. INSPECTOR will perform a visual inspection of the home/building and provide CLIENT with a written report identifying the defects that INSPECTOR (1) observed and (2) deemed material. The report is only supplementary to the seller’s disclosure.
4. Unless otherwise noted in this Agreement or not possible, INSPECTOR will perform the inspection in accordance with the current Standards of Practice (SOP) of the Texas Real Estate Commission (“TREC”). CLIENT understands that TREC’s SOP contains limitations, exceptions, and exclusions.
5. INSPECTOR will NOT test for the presence of radon, a harmful gas. INSPECTOR will not test for mold. INSPECTOR will not test for compliance with applicable building codes or for the presence of or for any potential dangers arising from the presence of asbestos, lead paint, soil contamination, or other environmental hazards or violations. If any structure is a log structure or includes log construction, CLIENT understands that such structures have unique characteristics that may make it impossible for INSPECTOR to inspect and evaluate them. Therefore, the scope of the inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.
6. The inspection and report are for CLIENT's use only. CLIENT will be the sole owner of the report and all rights to it. INSPECTOR is not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release INSPECTOR (including employees and business entities) from any liability whatsoever. If CLIENT or any person acting on CLIENT's behalf provide the report to a third party who then sues CLIENT and/or INSPECTOR, CLIENT releases INSPECTOR from any liability and agree to pay INSPECTOR's costs and legal fees in defending any action naming INSPECTOR. The inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. INSPECTOR disclaims all warranties, express or implied, to the fullest extent allowed by law.
7. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, INSPECTOR's liability is limited to liquidated damages in an amount not greater than the fee CLIENT paid INSPECTOR. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. CLIENT acknowledges that this liquidated damages is not a penalty, but that we intend it to: (1) reflect the fact that actual damages may be difficult or impractical to ascertain; (2) allocate risk between the parties; and (3) enable INSPECTOR to perform the inspection for the agreed-upon fee.
8. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property is located.

9. If CLIENT believes CLIENT has a claim against INSPECTOR, CLIENT agrees to provide INSPECTOR with the following: (1) written notification of the claim by certified mail within seven days of discovery in sufficient detail and with sufficient supporting documents that INSPECTOR can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases INSPECTOR from liability.
10. CLIENT agrees that the exclusive venue for any litigation arising out of this Agreement must be in the county where INSPECTOR has its principal place of business. If CLIENT fails to prove any claim against INSPECTOR, CLIENT agrees to pay all INSPECTOR's legal costs, expenses and attorney's fees incurred in defending that claim. In any action against INSPECTOR, CLIENT waives trial by jury.
11. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents the entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by INSPECTOR is binding unless reduced to writing and signed by INSPECTOR. Any modification of this Agreement must be in writing and signed by the parties. This Agreement is binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT will have no cause of action against INSPECTOR after one year from the date of the inspection.
12. Past-due fees for the inspection will accrue interest at 8% per year. CLIENT agrees to pay all costs and attorney's fees INSPECTOR incurs in collecting the fees owed to INSPECTOR. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity personally guarantees payment of the fee.
13. If CLIENT requests a re-inspection, the re-inspection is subject to the terms and conditions of this agreement.
14. This Agreement is not transferable or assignable.
15. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court must not construe that term against INSPECTOR by reason of the rule that any ambiguity in a document is construed against the party drafting it. Client has had the opportunity to consult qualified counsel before signing this.

CLIENT HAS CAREFULLY READ THIS AGREEMENT. CLIENT AGREES TO IT AND ACKNOWLEDGES RECEIVING A COPY OF IT.

INSPECTOR

CLIENT

Signature

Signature

TX Home Inspect
TREC # 21886

Print Name

6140 Highway 6 #199
Missouri City, TX 77459

Date