

Aaron's Home Inspections Property Inspection Agreement

214-616-0112 (voice) 972-675-6371 (fax)

7401 Vineyard Trail

Garland, TX 75044-2144

aaron@aaronsinspections.com

www.texasinspector.com



Date:

Client:
Property Address:
Property City, State, Zip:

IMPORTANT NOTE: SIGNATURE OF THIS FORM IS REQUIRED BY THE TEXAS REAL ESTATE COMMISSION AND THIS INSPECTOR'S STATE-MANDATED PROFESSIONAL LIABILITY INSURANCE CARRIER. FAILURE TO SIGN THIS DOCUMENT WILL RESULT IN NON-RECEIPT OF YOUR INSPECTION REPORT WITH NO REFUND OF THE INSPECTION FEE.

Aaron's Home Inspections, herein after known as the Inspector agrees to conduct an inspection for the purpose of informing the Client of major deficiencies in the condition of the property listed above. The written report is the property of the Inspector. The Inspector grants the Client permission to use this report for whatever purposes he/she sees fit. The Client grants the Inspector the right to use this report for whatever purposes he sees fit. No other person is authorized to use, refer to, or depend upon this report without the express consent of either the Inspector or the Client. Any person authorized to use this report by either the Inspector or the Client, for whatever reason, is bound by the terms of this agreement.

1) This inspection of the subject property shall be performed by the Inspector for the Client in accordance with the Standards of Practice of the Texas Real Estate Commission (TREC), a copy of which is available at:

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=5&ti=22&pt=23&ch=535&sch=R&rl=Y](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=22&pt=23&ch=535&sch=R&rl=Y)

2) The purpose of this one-time inspection is to identify and disclose visually observable major deficiencies, as defined by the standards of practice for property inspectors set forth by the Texas Real Estate Commission, of the inspected systems and items at the time of the inspection only. It is the responsibility of the Client and/or his real estate agent to insure that the property is ready and available for inspection at the time and date of the scheduled appointment. This includes making all areas of the home readily accessible and insuring that all utilities, i.e. water, electricity and gas are turned on prior to the inspection. All required re-inspections will incur a fee of not less than \$250 per hour with a one-hour minimum. This is a report of first impression of what was visible and recognized by the inspector on the date and time of the inspection. If any documents relating to the property are provided to the inspector prior to the inspection their perusal is both cursory and supplemental to the inspection and they are not included in this report. Document review services are available by special request at the rate of \$150 per hour. The current owner of this home is required by law to supply the prospective buyer with a property condition disclosure statement. The prospective buyer is strongly urged to have the seller completely update this disclosure statement once everything has been packed and moved from the house in order to reflect the presence of any deficiencies that were obscured or that may have occurred since the date and time of the inspection. Any area that is not exposed to view, is concealed, or is inaccessible because of soil, walls, wall coverings, floors, floor coverings, ceilings, insulation, furnishings, stored items, built-in cabinets or shelves, et al, or those areas/items that have been excluded by the TREC standards and/or by agreement of the parties involved, is not included in this inspection. Detached buildings, fences and gates, landscaping, statuary, playground equipment, elevators, lifts, dumbwaiters, media equipment, telephone equipment, security equipment, intercoms, water treatment devices, thermostatic or time clock controls, radiant heat systems, solar heating systems, furnace heat exchangers, pools, hot tubs, saunas, steam baths, ponds, fountains, landscape lighting, and low voltage lighting are not included.

3) This inspection is not intended to be technically exhaustive nor is it considered to be a guarantee or warranty, expressed or implied, regarding the conditions of the property, items and systems inspected and it should not be relied on as such. Client is hereby notified that there are "no warranties or guarantees expressed or implied" including any implied warranties, specifically including (but not limited to) any implied warranties of fitness or implied warranties of merchantability. Client is advised that property owner warranties are available through most real estate companies if

warranties are desired. The price of the inspection does not include any such warranties and none are offered or available through the Inspector. The Inspector shall not be held responsible or liable for any repairs or replacements with regard to this property, systems, components, or the contents therein. The Inspector is neither a guarantor nor insurer. This inspection is not intended to be a reserve study and any discussion of service life is not intended to be so construed. The Inspector is neither qualified nor required by TREC SOP to inspect appliances to manufacturers' installation and performance standards.

4) The inspection and report do not address and are not intended to address code and regulation compliance (all code references are for educational purposes only), the possible presence of or danger from asbestos, radon gas, lead paint, urea formaldehyde, soil contamination, microwave radiation, electromagnetic fields, microbiological organisms and other indoor and outdoor substances, mold, underground storage tanks, proximity to toxic wastes, zoning ordinances, geological stability of soils, wood destroying insects, dry rot, fungus, household pests, or wildlife. The Client is urged to contact a competent specialist if information, identification, or testing of the above is desired. Many homes have excessive moisture issues that might lead to mold growth, but the ability to detect the presence of mold is beyond the scope of this inspection. If you are concerned about the presence of mold you are strongly urged to consult with a qualified professional microbiologist, mycologist or mold inspector prior to purchasing this home.

5) **Arbitration of Disputes:** If a controversy or claim related to this contract, the inspection or the inspection report arises, it shall be filed within a reasonable time after discovery of the problem and shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules. Judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof. In any arbitration or other legal action in which we are found to be without fault, Client agrees to reimburse the Inspector for any attorney's fees incurred in our defense of the proceeding.

CLIENT INITIALS: x

INITIAL HERE

Certificate of Merit: The Client shall make no claim of professional negligence unless the Client has first provided The Inspector with a written certification executed by an independent Texas Licensed Professional Real Estate Inspector currently practicing in the field of residential inspections in the Greater Dallas, Texas Area for homebuyers. The certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a Licensed Professional Real Estate Inspector performing a home inspection under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Inspector not less than thirty (30) days prior to the presentation of any claim, or the institution of any arbitration or legal proceeding. This certificate of merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

Limitation of Inspection and Liability: The inspection is offered for a limited, fixed fee and is performed within a limited amount of time. The Inspector's liability, therefore, is limited, specifically by the following terms and conditions. **Limitation of Inspection:** This report is neither an expressed nor implied warranty and/or guarantee as to future life and/or performance of the items inspected. Since the inspection procedure is visual only and is not intended or designed to be diagnostically and/or technically exhaustive, an inherent risk remains that undiscovered problems exist and/or future problems will develop. For these reasons, it is not intended to be, nor should it be implied, that the inspection process could or is intended to identify and/or discover all defects of whatever nature. Client agrees not to rely on the report as the basis for the establishment of property values, for the purchase of the building or for obtaining any type of financial arrangements. Client acknowledges that the Inspector is not an insurer and it is not the intent and/or purpose of this inspection procedure to provide Client with a risk free purchase or usage of the structure. The purpose of this inspection is to identify (if possible) those items covered by the TREC Standards of Practice which appear in need of immediate repair and which lend themselves to discovery by a visual process; therefore, there are no expressed or implied warranties that all problems and/or existing defects of any and all nature have been discovered and noted in the report. **Maximum Liability:** Since this is a preliminary visual inspection, it is not possible to eliminate all risks involved in the purchase and/or ownership of the subject property. Client agrees, to the fullest extent provided by law, that our liability for all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Inspector, Aaron D. Miller, Aaron's Home Inspections (or his employees or assignees) to the Client shall not exceed amount of the fee paid for the inspection and report. This limitation shall apply regardless of the cause of action or the legal theory pled or asserted specifically including, but not limited to, negligence.

CLIENT INITIALS: x _____

INITIAL HERE

(6) The inspection service is conducted at the property. The physical on-site inspection of the property is a very valuable time of exchange of information between the Inspector and the Client. Any particular concern of the Client must be brought to the attention of the Inspector before the inspection begins. The written report will not substitute for Client's personal presence during the inspection. It is virtually impossible to fully profile any building with any reporting system. Unless Client attends and participates in the inspection process itself, the Client will have no chance of gaining all of the information that is offered. All written comments by the Inspector shall supersede oral comments.

(7) This inspection report is valid for the date and time of the inspection only. Re-inspections charges will apply for any additional trips to the property.

(8) We provide to our customers a free of charge inspection of home alarm systems. Brink's Home Security performs these inspections. Brink's Home Security pays us a scheduling fee for this service. As a part of this arrangement, regardless if there is an alarm system in the home building inspected, Brink's Home Security will contact you at the phone number(s) you have provided. Brink's Home Security will discuss with you a special alarm system offer. By signing below you consent to such calls.

(9) Each party signing this Agreement warrants and represents that he/she has the full capacity and authority to execute this Agreement on behalf of the named party. If this Agreement is executed on behalf of the Client by a third party, the person executing the Agreement expressly represents to the Inspector that he/she has the full and complete authority to execute this Agreement on Client's behalf and to fully and completely bind Client to all of the terms, conditions, limitations, exceptions and exclusions of this Agreement.

(10) Client understands that a technically exhaustive inspection is recommended by the Inspector and will include inspection of the property by the following specialists: FEMA Engineer, Geotechnical Engineer, Structural Engineer, Certified Roofing Specialist, Electrical Engineer, HVAC Engineer, Master Plumber, Leak Detection Specialist, Chimney Sweep, Master Mason, Master Tile Setter, Fenestration Specialist, Door Installation Specialist, Master Trim Carpenter, Master Painter, Landscape Architect, Master Pool Builder, Certified Indoor Air Quality Specialist, Industrial Hygienist, Appliance Repair Specialist, Water Quality Specialist in addition to the Inspector. The fee for this inspection is five percent (5%) of the appraised value or selling price of the house whichever is greater, plus all restoration costs. The premises will be required to be vacant for a period of three (3) consecutive weeks during inspections. Full permission of the owner must be obtained for the required vacation, access and performance of any necessary invasive and/or destructive forensic investigation of the property. This report will be completed within sixty (60) business days of the readiness of the property. All environmental studies and EPA inspections are excluded.
Client declines technically exhaustive inspection.

CLIENT INITIALS: x _____

INITIAL HERE

(11) Client agrees that if he/she is not in receipt of the written inspection report on this property within 24 hours of the date and time of the inspection, he/she will contact the Inspector via fax at 972-675-6371, phone at 214-616-0112, voice mail at 972-733-7502, and e-mail at aaron@aaronsinspections.com to inform him that this document has not been received.

Acknowledgment: The undersigned have reviewed this document, understand its content and agree to the terms and conditions contained herein, specifically including the clause titled arbitration of disputes and the section titled limitation of inspection and liability and agree to pay charges of _____ presented to the client at the time of the inspection.

NOTE: A copy of this Property Inspection Agreement is always available for download and viewing at the Inspector's website located at <http://www.texasinspector.com/report.html>

CLIENT: x _____ **SIGN HERE** **DATE: x** _____

CLIENT: x _____ **SIGN HERE** **DATE: x** _____