

Real Estate Inspection Agreement

GENERAL STATEMENTS AND AGREEMENTS

- **Client requests Robert John Daehn jr., dba Texas Inspection Agency**, hereinafter referred to as the Inspector, **to provide a Limited Inspection of the property** listed at the end of this agreement and to provide a written report in exchange for a quoted fee based on the inspection/s performed as checked on Page 5 of this contract. **The report provided will contain the written professional opinions of the Inspector.**
- The **Client understands and agrees** that it is possible the structure or any of the individual systems may be experiencing a failure that is already in process and/or not likely to be detected or confirmed without the Client(s) consulting certified engineers, specialists or conducting invasive or specific tests that are outside the scope of this inspection. **The inspection is intended to reduce risk, but will not eliminate all risk. Therefore you are advised that a more thorough and invasive inspection can be purchased from others that exceed the scope of this inspection.** The client agrees that it is their sole responsibility to consider this option and act upon it if they are uncomfortable with the significant limitations and exclusions of this inspection agreement.
- **The inspection report may not be copied, distributed or relied upon by any persons other than the Client or their representatives**, without the express written consent of the Inspector. Party's other than the client may not use or rely upon the inspection report. Use by any person other than the Client is prohibited and unlawful. This inspection report may not be resold, transferred, or used in any manner including use of the report by Insurance Company's or Home Warranty Company's for the purpose of underwriting or claims adjustment purposes.
- Although manufacturer requirements **are specifically excluded from the inspection**, references may be used as a basis for the opinion of the Inspector.
- **Client authorizes Inspector to discuss any and all of the report findings** with the Client's agent of record, lender, insurance agent and repairmen or contractors working to correct listed items of repair on the inspection report.
- All **photographs, digital images, recordings and documentation** created by the Inspector on this inspection **are the sole property of Robert John Daehn , jr. C.B.O..**
- The **final written reports inclusive of any addenda produced by the Inspector shall prevail over any verbal comments** made by the Inspector prior to, during the inspection or the post inspection walk thru, telephone discussions, emails or general correspondence and that no verbal agreements, understandings, or representations discussed during the inspection shall change, modify or amend any part of this agreement.
- The **inspection performed was essentially visual in nature, not technically exhaustive, comprehensive or intrusive** in nature. In addition, this report does not imply that every defect latent or otherwise has been detected and or reported on. It is only a report of operation and or conditions that were evident to the inspector on the date and time the inspection was performed.
- This entire Real Estate Pre-Inspection Agreement is considered to be an essential part of the inspection and inspection report. **The inspection and report are not complete or valid without the Inspectors receipt of a signed original Pre-Inspection Agreement and payment in full** of all inspection fees.
- All **Client Advisory comments listed are recommended to be performed, observed, followed and considered with the same weight** as any listed **items of repair** before purchasing the property. All comments related to issues of life or fire safety including comments on electrical service, water heaters, TMP's, GFCI's, ARC fault protectors, safety glass, egress requirements, guardrail's, door alarms, pool safety, fire safety features and others are items that the Inspector recommends to be repaired, installed or replaced **prior to occupancy.**
- If this inspection report is used by the Client to prepare a Seller's disclosure, the **Client agrees that the information we provide is supplemental to the disclosure documents and the seller's knowledge of the property.** The Client/Seller may not eliminate their responsibility for full disclosure by substituting this report. Any conditions withheld by the Client are the responsibility of the Client to correct and the Inspector is released from all liability on those conditions.
- **Client agrees that the report** or information therein **may not be used by any Insurance or Home Warranty company** for underwriting or claims adjustment purposes and that this report is confidential and is for the exclusive private use of the Client.
- **Client agrees to carefully read any applicable disclosure statements or reports** including those provided by the Inspector, any third party Inspectors, contractors, repairmen, specialists which may include Architects or Engineers and those which may be provided by the Seller.
- **Prior to purchasing the property, Client agrees to consult with all recommended specialists**, contractors, a real estate agent and legal counsel.
- **Client guarantees to the Inspector to have the full legal authority to enter into this contract on behalf of a spouse or partner** and furthermore agrees to hold fully harmless and defend Robert John Daehn jr. C.B.O., individually, against any and all claims brought on by a spouse, partner or any other party that may have or make a claim against the Inspector resulting from this inspection, report or this agreement.
- **Client agrees that all items listed in the Inspectors report** or those items listed as in need of repair by other specialists **will be corrected** to satisfaction of the Client, **and that if the Client does not** choose to perform the listed corrections, **the Inspector shall be fully released from any and all claims or associated damages** that may result from failure to do so.

SCOPE OF INSPECTION

- **Client agrees the entire scope** of the inspection **shall be** as set forth by the Texas Real Estate Commission (**TREC**) **Standards of Practice** in force at the time and date of this inspection **and** the "**GENERAL CONDITIONS TO THE SCOPE OF OUR INSPECTION**" document you have received. A copy of the (TREC) Standards of Practice are available to you upon request or at the Texas Real Estate Commission web site at <http://www.trec.state.tx.us>. If a conflict arises between a listed TREC standard and a general condition as listed in "**GENERAL CONDITIONS TO THE SCOPE OF OUR INSPECTION**" document, the TREC standard shall prevail in that specific case only. Client specifically agrees and understands that this inspection **is not a (TRCC) Texas Residential Construction Commission performance standard compliance inspection.** A **TRCC inspection is entirely outside of the scope of the TREC Standards of Practice.** If you feel you need a **TRCC** compliance inspection, you are advised to contact **TRCC** for a list of approved inspectors you may hire.

- **This inspection report(s) provided by the Inspector will contain the professional opinions** of the Inspector based on the condition of the building/s and it's components on the date of the inspection listed in this agreement and do not apply to the future or changing conditions. **It is beyond the scope of the inspection for this Inspector to:** 1.) Prioritize listed items 2.) Provide estimates on repair cost 3.) Provide estimates on life spans of equipment, systems or any component of a system. Any comments the Inspector may make towards any of these items is done solely as an added benefit to the Client and is to be considered partial, limited, the sole opinion of the Inspector and not a certain fact. These comments must be confirmed or validated by a specialist in the field. If you the Client, rely on any verbal comments you do so at your own risk.

CONCEALED CONDITIONS

- The Inspector does not inspect any items, components, systems or areas that are not fully viewable, physically accessible and safe to inspect. It is understood between the Inspector and the Client that all concealed conditions are beyond the scope of this inspection. **The TREC standards of practice clarify the definition of inaccessible conditions.**
- The **inspection does not involve the dismantling or moving** of any equipment, furniture, boxes, household goods, rugs, systems, objects or portion of the premises while conducting an inspection.
- The **Inspector does not report on conditions concealed** in or under foundations, wall cavities, inaccessible areas of attics and crawl spaces and areas of framing and roofs that are not safe to physically and visually access. We do not report on conditions underneath floor coverings, wall coverings including that of fabric, paneling, paintings, conditions under or behind furniture, boxes, equipment, stored items or areas that are blocked by debris or unsafe conditions. We do not inspect or report on conditions concealed behind landscaping, grass, weeds, bushes, trees, planter boxes, landscape bedding or storage sheds and portable buildings.
- **Client specifically agrees to hold Inspector harmless from any claims or liability** regarding any areas that have been purposely concealed, covered, touched up or otherwise hidden, unreported or withheld from the Sellers Disclosure. **Client agrees the sole recourse is against the Seller thru civil action.**

EXCLUSIONS

- The inspection **does not include** findings or opinions of the following: **durability, environmental concerns, efficiency, fitness for a particular purpose or use, flood risks, underground plumbing, underground utilities, future life or future performance especially that of foundations, structural framing, mechanical equipment, roofing, insurability, merchantability, obsolescence, quality, or safety of any item inspected.**
- **The Inspector does not inspect for or report on the presence of environmental conditions, including but not limited to toxins, mold, mildew, fungus, or other pathogens.** Client agrees that these conditions are outside the scope of the inspection provided and that the Inspector bears no liability or responsibility for inspecting, reporting or abating any such condition. Client agrees it is the Clients sole responsibility to arrange for a specialist inspection of all environmental conditions or concerns over air quality.
- The **Inspector assumes no liability with respect to securing or capturing pets** that have escaped during the process of inspection. It is the responsibility of the Client and Clients agent to notify the Inspector that pets are present and to secure the pets in a safe location that would prevent escape prior to the inspection.
- The Inspector does not perform any structural or mechanical calculations or evaluations (i.e – sizing of HVAC, gas or water supply's or electrical systems)
- All **foundations listed as in need of repair must be evaluated by a registered structural engineer.** It is the Clients responsibility to contact a structural engineer for review prior to closing. **Failure by the Client to have the foundation evaluated is done so at the sole risk of the Client** and the Client hereby agrees to waive any and all claims against the Inspector regarding foundation or structural movement, damage or failure including any and all associated issues.
- The **Inspector does not remove any objects or impediments** to inspect a system or component. If major components have not been inspected due to blocked or limited access such as water heaters, appliances, mechanical systems, and electrical panels, they will be indicated as not inspected on our report.
- The **Inspector does not perform calculations** to ensure the effectiveness of the sizing, design, capacity or adequacy of utility services and distribution systems of electrical, plumbing, or mechanical systems. These calculations should be performed by qualified engineers and are outside the scope of our inspection.
- **Additional items that are not inspected or reported include but are not limited to :** storm windows or doors, awnings, shutters, locks, latches, or other safety or security devices or systems; floors, walls, ceilings or their coverings except as they affect structural performance or water penetration; concealed floor cracks; water filters or softeners; water supply, water quality and water quantity; air-quality, asbestos, lead, dust, bacteria, molds, fungi, carbon monoxide, combustible gases, electromagnetic fields, formaldehyde, noise, pesticides, radon; geological conditions that may be affecting the structure or property, flooding conditions, hazardous-waste conditions, sewage disposal systems, grinder or ejector pumps; buried components such as building drain lines, water supply lines, conduits for electrical wiring, conduits for mechanical systems or any other such product buried or concealed; washers, dryers, refrigerators, freezers, microwaves, window heating or cooling units; saunas, steam baths, solid fuel stoves or heaters, space heaters or in wall gas heaters, solar heating devices; retaining walls, common areas in planned communities, condominiums or townhouses such as foundations, exteriors and roofs; paints, stains, and other surface coatings, cabinets, countertops, timers, clocks, thermostats, landscape lighting, mechanical or powered gates, attachment point and support of ceiling fans at concealed canopies, automated control systems, photoelectric or thermostatically controlled systems, timer and time bake controls, remote controls, security systems, smoke alarms, intercoms, speaker or signal distribution systems including television, radio, telephone, and data cables; exterior driveways, flat work, sidewalks, gazebos, trellises, waterfront structures, fences, retaining walls, docks; product recalls, or other such warnings or notices posted by the Consumer Protection Agency or manufacturers, ADA (Americans with Disabilities Act) compliance, presence or depth of insulation or vapor barrier installed in exterior walls; roof covering underlayment and concealed flashing details that are not fully physically and visually accessible; performance of building drains, leak testing of shower pan's or tub overflows. Further limitations may be described in the written report provided to the client.
- Robert John Daehn Jr. C.B.O. **does not perform re-inspections** on repaired items. It is the responsibility of the Client to hire qualified repairmen to inspect repairs.

DISCLAIMERS

- Inspector specifically states he provides **NO EXPRESS OR IMPLIED WARRANTY** whatsoever, in written or verbal form, as to any errors of omission or errors in the reporting of any conditions.
- Clients agree that although every reasonable effort has been made by the Inspector to locate and report on visible repair needs identified by the Standards of Practice, that some hazards or damages may not have been discovered or disclosed. **The Inspector makes no representations that any system or equipment is free of defects or repair needs. In addition, the Inspector makes no representation that systems or equipment will continue to perform.**
- If a WDI (Wood Destroying Insect) report has been provided by the Inspector, **the Inspector specifically states he DOES NOT PROVIDE ANY GUARANTEE nor EXPRESS OR IMPLIED WARRANTY whatsoever. The Inspector does not guarantee that the building is free of Wood Destroying insects or damage at the time of inspection and WILL NOT pay for treatment of undiscovered WDI activity, repair of WDI damage or damage of any kind.** Refer to Item F in the Scope of Inspection section of the Texas Official Wood Destroying Insect Report, form SPCB/T-4 (revision date 09/01/05) as created by the State of Texas Structural Pest Control Board.
- Client agrees this inspection provided by Robert John Daehn jr, C.B.O. is limited, provides **NO GUARANTEE** and that optional and more comprehensive inspections with guarantees are available for substantially greater fees. It is the Clients responsibility to purchase such services.

LIMITATION OF LIABILITY AND HOLD HARMLESS

- **CLIENT AGREES THAT INSPECTORS LIABILITY FOR NEGLIGENCE, BREACH OF CONTRACT OR UNDER ANY LEGAL THEORY OR CAUSE OF ACTION IS EXPRESSLY LIMITED TO THE AMOUNT PAID BY CLIENT TO INSPECTOR OR THREE HUNDRED DOLLARS (\$ 300.00), WHICHEVER IS LESS.**
- Client agrees that the Inspectors liability for any unreported claim not listed in the Inspector's original inspection report or addendum shall be limited to a period of time not to exceed **180** days from the date of the inspection or addendum report, whichever occurs latest.
- **Client specifically waives all subrogation rights or interests by Insurance companies, lenders or any other parties that have an interest in the property inspected, or this inspection report, and further agrees to hold harmless, defend and satisfy any type of claims which may arise against the Inspector or Robert John Daehn jr., individually, out of the performance of this inspection or any inspection reports produced by the Inspector for the Client.**
- **The Inspector shall assume no liability or responsibility for the cost of repairing or replacing** any unreported defects or deficiencies, either existing or arising in the future, or for any property damage whatsoever, loss of use, consequential damage or bodily injury of any nature.
- Client agrees that **any items that are listed as in " Need of Repair "** in the inspection reports or evaluations created by the Inspector, Engineers, Architects, repairmen or other Inspectors prior to closing **are agreed to be " prior known defects "** and the Client agrees that the Inspector shall be fully exempt from any claims that may arise from them including any associated damages.

DISPUTE RESOLUTION & REIMBURSEMENT OF COSTS & ATTORNEYS FEES

- All parties agree that if a dispute or claim arises from this agreement or the inspection performed by Robert John Daehn jr. C.B.O. , and it cannot be amicably settled through direct communication, that the dispute shall be settled thru Mediation under the guidelines set forth under Texas law. In the event Mediation is unsuccessful, both parties voluntarily agree to move to binding arbitration with procedures and protocol as described and offered by the American Arbitration Association per Construction Industry Arbitration. All parties agree to abide by the ruling of the arbitrator which shall be binding upon both parties.
- The Mediator or Arbitrator must be licensed by the State of Texas and shall have a thorough knowledge of real estate and building inspection protocol. The mediation or arbitration shall take place in Aransas County, Texas and both parties shall share equally in the expense of the mediation. If the dispute is resolved through arbitration and the arbitrator finds for the inspector, the arbitrator's responsibility will be to determine and set forth the amount each party is responsible to pay for.
- If no claims or disputes are initiated by either party to this contract within **180** days of the inspection report date, it will be considered conclusive evidence that each party has fully performed their obligations under this contract and all rights for future claims are waived.
- **If legal proceedings do arise as a result of the Inspection or Inspection report provided by the Inspector, which may include an original suit, counter suits or appeals, and the Client fails to prevail on or against all alleged claims, the Client agrees to provide the Inspector indemnification by paying all attorney fees, expert witness fees, deposition fees, costs of mediation, arbitration and all other costs reasonably incurred by the Inspector to defend such claims.**

ADDITIONAL CLIENT RESPONSIBILITIES

- **Client agrees to read the entire inspection report and addenda(s)** produced by the Inspector and to seek opinions from registered structural engineers and take corrective action as necessary on all related structural comments that are listed in the inspection report. The Client also agrees that he will seek opinions from qualified licensed subcontractors and take corrective action as necessary on any and all Repair or Client Advisory comments listed in the inspection report. **Failure by the Client to secure such opinions and take corrective action as necessary is done so at the sole risk of the Client** and the Inspector shall be released from any and all claims on those listed items.
- Client agrees that it is the **Clients sole responsibility to contact and arrange a re-inspection by others prior to closing** of all items listed in the inspection report as in need of correction, repair, replacement or investigation. In addition, it is the Clients responsibility to ensure all areas that were inaccessible to the Inspector have been fully inspected by others. If Client fails to order a pre-closing inspection, Client agrees that the Inspector shall be released from any and all responsibilities on claims that may arise.

Re-inspections will in many cases discover areas of repair not originally detected or reported. In addition, the inspection performed under this agreement has only identified areas of repair based on the time and date of this inspection. Systems or equipment on houses can fail at any time, therefore, you are advised to conduct a final pre-closing inspection prior to closing. Failure to do so may have serious financial consequences for you that you will be liable for.

- It is the Client's responsibility to ensure they have requested, received and read all disclosures, inspection reports and repair invoices that have been produced regarding the property. It is the **Client's responsibility to forward information on any known or suspected defects and to provide copies of all known disclosures, evaluations, inspection reports or repair invoices to the Inspector** at the time of the inspection. If this information is withheld or not provided to the Inspector, **the inspection is considered to be limited** and the **Client agrees to assume any and all liability** on all items listed as in need of repair or evaluation.
- It is the Clients responsibility to contact an insurance agent prior to the end of the option period and request them to perform a **CLUE** (Comprehensive Loss Underwriting Exchange) search of the property being inspected. This report may provide the Client with additional information that may be used to make a determination on whether to purchase the property.
- It is agreed by the Client that the Inspector has met the full responsibility of this agreement if the Inspector has listed all repairs as reportable by the Standards of Practice in the given system and marked the repair box as in need of repair. All such findings listed as a Repair or Client Advisory in the inspection report **are to be considered partial or incomplete until the Client has arranged further evaluation** by a qualified repair person or Specialist.
- **Prior to closing, the Client agrees to forward copies of all evaluations, inspection reports or repair invoices performed by others** that have occurred after the date of the Inspector's original inspection report date on the property. All such documents received by the Client after the closing date shall be forwarded to the Inspector no later than **15** days after the Clients receipt. This responsibility to forward documents shall extend to **180** days after the original inspection date by the Inspector.
- In addition to providing information on prior insurance claims possibly not reported on the seller's disclosure sheet, the Client's insurance agent should be able to provide a clear answer as to whether or not they can ensure the property. It is the Clients responsibility to forward to the Inspector, prior to closing, any relevant information regarding prior insurance claims. Failure of the Client to forward this information to the Inspector to allow for a follow up inspection is done so at the sole risk of the Client and the Inspector shall be released from any and all liability on any filed claims or associated damages that may arise.
- In the event that an undisclosed item of repair not reported on the Inspectors original inspection report or by the required inspection reports of others is discovered within **180** days of the date of this inspection, **the Client agrees to contact Robert John Daehn Jr. C.B.O. immediately and allow the Inspector to fully re-inspect** the item of repair **prior to any corrective work**. The Client agrees that if any repairs or replacements are done before the Inspector has had the opportunity to fully evaluate the claim, the Inspector is released from all responsibility to repair or replace any of the components or any associated damages. If the repair item is related to fire or life safety, the Client is authorized to take corrective measures as to insure a safe environment, document the condition with reports and photographic images and then contact Robert John Daehn Jr. C.B.O. immediately at our listed office number of (361) 758-0626.
- **Client warrants that all necessary approvals have been secured for Robert John Daehn Jr. C.B.O.'s entrance onto the property** being inspected and that Robert John Daehn Jr. C.B.O. and Robert J Daehn Jr., has full access and authority to conduct this inspection. Client agrees it is the Client and the Clients Agent that is responsible for securing the building upon completion of the inspection. The Inspector does not assume any liability for locking or securing the building other than responsibility for securing any windows that were opened by the Inspector for the purpose of inspection

ADDITIONAL ADVISORIES TO CLIENT

- Home warranty policies, which may include coverage for appliances, electrical, mechanical and plumbing systems are recommended and available, if desired. For information on obtaining warranties, consult a licensed real estate professional. Be advised that significant limitations exist with many home warranties.
- The **Inspector reserves the right to submit an addendum** to the original report within **(48)** hours of the completion of the inspection. Any final decisions to purchase the property prior to such time are done so at the sole risk of the Client, and the Inspector shall not be held liable for any items listed on the addendum report.

REQUIRED NOTICE TO CLIENT

- **State law mandates under Article 6573a, section 1102.364, that you are given notice and availability to the Texas Real Estate Inspection Recovery Fund in cases of inspector negligence. For further information on this fund you are directed to contact the commission @ Texas Real Estate Commission, 1101 Camino La Costa, Austin, Texas 78752, (512) 459-6544**

FEES

- The fee for this inspection is due at the time of inspection. If any Inspection fees are not paid in full at the time of delivery, the total fee will incur an additional **late charge of our \$ 50.00** plus 18% per annum interest on the total of all outstanding fees. There will be a \$ 50.00 returned check charge. **Client agrees to pay any and all legal or collection fees** incurred by the Inspector necessary to collect fees owed under this agreement.
- The inspection report **is not considered valid and complete until** Robert John Daehn Jr. C.B.O. has received a signed copy of the Inspection Agreement and all fees due have been paid in full and received by Robert John Daehn Jr. C.B.O..
- **A full inspection fee will be charged for all cancellations that are not received by us via written fax or e-mail confirmation within 48 hours of the agreed inspection time and date. Additionally, a cancellation fee in the full amount will also be applied if we arrived at the site and are unable to inspect due to conditions outside our control which may include the work not being ready for inspection, missing construction documents more the inspector and not being able to access the site or work in safe conditions.**

SEVERABILITY

Should any court of competent jurisdiction declare any term, provision, covenant or condition of this contract invalid, void or unenforceable, the remainder of the terms, provisions, covenants or conditions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

FEEES DUE SECTION

Copy of General Conditions Document Received : YES NO Client Must Initial _____

Type of Structure : Residence Multi Plex Condominium Commercial Building \$

Additional Fees : Hydro Tub Crawl Space Deck Out Building Additional Age \$

Lawn Sprinklers Duplex/Multiplex Wood Destroying Insect Inspection \$

Total fees due and Payable at time of Inspection \$

Paid by Check : YES Paid in Full : YES NO Clients Check #

Paid by Credit Card : YES Paid in Full : YES NO Office Use - Auth. Code # _____

Credit Card # _____ - _____ - _____ - _____

Card Type : _____ VISA _____ MC

Printed Name on card _____ Exp. Date ____/____/____

Billing Address attached to the card listed : _____

Client **MUST INITIAL** to authorize a charge to the credit card _____

THIS IS A BINDING CONTRACT. I THE CLIENT, FULLY UNDERSTAND THE LIMITATIONS AND EXCLUSIONS OF THE INSPECTION THAT I WILL RECEIVE. I ALSO AGREE THAT IF I AM NOT PRESENT AT THE INSPECTION, I FULLY UNDERSTAND THAT MY SCOPE OF COMPREHENSION OF THE ISSUES THAT MAY BE PRESENT WILL BE LIMITED AND THAT I ACCEPT COMPLETE LIABILITY FOR FULLY INVESTIGATING THE ISSUES PRIOR TO CLOSING ON THE PROPERTY. I AM AWARE AND AGREE TO THE RESPONSIBILITIES I HAVE UNDER THIS AGREEMENT. I ALSO UNDERSTAND THAT ROBERT JOHN DAEHN JR. C.B.O., PROVIDES NO WARRANTY, GUARANTEE OR INSURANCE COVERAGE AGAINST ERRORS OR OMISSION AND THAT THE LIMITS OF LIABILITY FOR ROBERT JOHN DAEHN JR. C.B.O., ARE LIMITED TO THE COST OF THE INSPECTION FEES PAID or (\$ 300.00), WHICHEVER IS LESS. I AGREE THAT NO DURESS HAS INFLUENCED ME AND THAT I WILLINGLY ACCEPT AND AGREE TO ALL TERMS OF THIS AGREEMENT.

Address of Inspection

City

Zip Code

PRINTED NAME OF CLIENT: (Authorized agent)

SIGNATURE OF CLIENT:

DATE:

Robert J Daehn jr. C.B.O.
Inspection Agency

(Authorized agent for Robert John Daehn Jr. CBO dba Texas

DATE:

