



TODD DUFF

TEL: 713-589-8456

Inspection Agreement/Limitations and Disclaimer

This Agreement Limits Our Liability and Is Intended to be a Legally Binding

Please Read Carefully

Subject Property: _____

Client(s) Name(s) and address: _____

Realtors Name and address: _____

Inspection Fee: \$ _____ Additional Fee: \$ _____ Total Fee: \$ _____

The undersigned hereby requests Homesmith Home Inspections to conduct a visual inspection of the premises located at the address listed below. The inspection and report will conform to the standards of practice of the Texas Real Estate Commission in the state of Texas. Copies of which are available upon request. The inspection is visual and is not technically exhaustive. No engineering sciences are utilized or implemented. Although care will be taken in the performance of the inspection, the client acknowledges that the report and analysis will be based upon brief, limited observation of the visible and apparent condition of the building and its major components. The client further acknowledges that Homesmith Home Inspections makes no representation regarding latent or concealed defects, and that failure of the building and/or its components can occur at any time, including the day after the inspection. In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

Scope of Service: This home inspection service does not provide any warranty or guaranty or insurance policy of any kind for any defects /deficiencies that may be present or that may arise in the future. This inspection is primarily visual and general in nature and scope. It is concerned only with clearly visible and readily accessible, at the time of the inspection, aspects of certain systems. The intent of the inspection is to determine that the system(s), components, or items are performing their function without apparent major deficiencies, in the opinion of the inspector. The inspection is not intended to be all encompassing, technically exhaustive, invasive or destructive, for governmental regulation or code compliance, concerned with current or future habitability, and is not an attempt to detect and report all deficiencies present. It is not within the scope of this inspection to attempt to determine or attest to the remaining life of any system(s) or components. Evaluation and reporting of minor, easily correctable, or cosmetic defects and deficiencies is not the intent or focus of the inspection; if such conditions are reported it is as courtesy only. If certain conditions are mentioned, verbally or in the report, it is not meant to imply that there are no other unreported conditions. The inspection includes evaluation of certain major system(s), components and equipment, for items which may need major repair or further evaluation by a qualified specialist, including but not limited to the following: foundation, structural components, electrical, plumbing, insulation and



ventilation, heating, central air conditioning, roofing, interiors, and exterior walls. Evaluation is of the primary premises. In most cases, included with the inspection is the evaluation of primary attached garages / carports / porches / patios / decks. Homesmith Home Inspections makes no claims as to being able to determine the condition of internal inaccessible areas of walls / floors / ceilings, air conditioning equipment, furnaces, chimneys, etc. Destructive testing / dismantling is not performed; therefore the inspector can only convey to the client what was clearly visible at the time of the inspection. No representation is made as to the remaining functional life of any system(s) or equipment. The inspection does not include evaluation of every aspect of the inspected system(s) and components and where numerous adjacent or similar parts or components are encountered only a sample evaluation is performed. Inaccessible areas are defined as being concealed by, but not limited to, the following: household goods, furniture, appliances, locked rooms, rugs, draperies, finished floors, ceilings, walls and the like, stored goods, insulation, automobiles, equipment, debris, vegetation, etc. The inspector is not required to enter areas with temperatures above 120 degrees F., where the headroom is less than three (3) feet in height, or that may contain conditions or materials that could be hazardous to the inspectors' health. Only basic operational testing of certain "built-in" kitchen appliances is performed (dishwasher / oven / range / microwave / garbage disposal). The inspection is limited to what can be easily detected during a short period of time. The typical home inspection is approximately 2 - 4 hours. It is impossible to find every defect and deficiency during an inspection - therefore you should anticipate additional defects / deficiencies during your ownership of the property. The inspection of condominiums / cooperatives, and/or other homes in developments with common areas includes evaluation of interior areas and certain other components that are generally the responsibility of the individual property owner; the exterior and structure and other commonly owned areas / systems / components are not evaluated. Weather conditions or other conditions which are beyond the control of the inspector and which may affect and limit the inspection (such as disconnected or inoperable electrical service or water service/supply) are accepted by the client without additional burden to Homesmith Home Inspections.

Exclusions And Limitations: You acknowledge and agree that this inspection and the inspection report and findings are limited in nature and scope, and that the following are among items NOT COVERED, nor can they be accurately assessed by Homesmith Home Inspections during a limited inspection: any and all latent or concealed defects, deficiencies, and conditions - any and all environmental hazards, defects, and conditions (including but not limited to: radon, asbestos, lead paint, lead water pipes, lead solder, urea formaldehyde, toxic wastes, polluted water, waterborne hazards, airborne hazards, and mold) - the extent of damage in defective areas - household appliances - free standing heating stoves - humidifiers, air purifiers, motorized dampers - solar heating and hot water systems - insulation effectiveness - fire escapes - elevator components and shafts - internal gutter and downspout systems - air quality analysis - concealed wiring - subsurface soil conditions below and surrounding the building - the adequacy or condition of earth tie-downs for manufactured/mobile homes - the toxicity and combustibility of all materials and finishes - code compliance - through-wall air conditioners - fire sprinkler systems, fire and smoke detection systems - concealed insulation - locks and security devices - acoustical tests - automatic smoke vent dampers - buried fuel tanks - heat loss analysis - fan driven exhaust systems for central heating flues - exterior plumbing components including: private sewer systems, buried pipes, connection to public sewer lines, buried components of sprinkler systems and swimming pools and their equipment, water supplies (including: water wells, water conditioning equipment, water quality, volume of well water) - ancillary electrical systems (including: TV cable systems and antennas, intercom systems, lightning protection systems, heating cables, fire alarm systems, security systems, telephone systems). The presence or absence of termites, wood borers, carpenter ants, fire ants, bees, rodents, insects, pest or wood destroying organisms is not a part of this inspection.



Estimates: Estimates of repair costs should not be considered as fact. Estimates of the remaining functional life of components are "educated guesses". There are many exceptions to the normal life span of components and to costs of repairs (i.e. your roof may not achieve a "typical life span.") The inspection and report are general in nature. Homesmith Home Inspections encourages the client to consult independent experts for more detailed assessments or estimates where needed.

Consumer Complaints Procedure: In the event of any controversy or claim arising out of, or relating to the inspection report, either party must give written notice of the dispute to the other party within fourteen (14) days of discovery of said controversy or claim. If the dispute is not resolved within ten (10) days from said notice, the dispute shall be referred to a mediator mutually agreed upon by the Inspector and the consumer. If the parties cannot agree upon a mediator, said mediator shall be nominated by the Inspector. Should the dispute not be resolved by mediation, the parties agree that dispute shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules and pursuant to the Federal Arbitration Act. The term dispute shall mean any action, dispute, claim or controversy of any kind, whether in contract or in tort, under either statutory or common law or both, now existing or hereafter arising between the parties in any way pertaining to the inspection report, or the services provided by the Inspector.

Failure of Client to Sign Visual Home Inspection Contract: Client understands and agrees that if they are not present at the time of the inspection, and therefore do not sign this Agreement, that this Agreement will form a part of the inspection report and acceptance of the inspection report by client shall constitute acceptance of all of the terms and conditions of this Agreement.

Re-inspection Right: In the event that the client has a claim of a breach or failure of warranty, or for negligent inspection of any component or item in the inspection, the client shall provide Homesmith Home Inspections with three (3) working days in which to re-inspect the component or item before the client repairs or replaces the component or item. This right of re-inspection is to protect Homesmith Home Inspections and the client from the business practices of some contractors who base their recommendations to repair or replace components on false or misleading information. If the client fails to allow Homesmith Home Inspections to re-inspect, the client waives any claim against Homesmith Home Inspections with respect to the component or item.

Attorneys' Fees and Costs: The client further understands and agrees that if client fails to pay the agreed upon fee for the inspection or a claim is made against Homesmith Home Inspections for any alleged error, omission or other act arising out of the performance of this inspection, and if client is not awarded damages in an amount greater than the highest amount offered in settlement by Homesmith Home Inspections, client agrees to pay all costs, attorneys' fees, arbitrator's fees and legal expenses incurred by Homesmith Home Inspections and its employees, agents, inspectors, directors, shareholders, successors and assigns in the defense of the claim.

Payment of Visual Home Inspection Fee: Payment of the home inspection fee shall be at the time of the physical inspection of the property listed at the address below. Homesmith Home Inspections shall not be obligated to deliver to the client a copy of the home inspection report without receipt of prior payment of the home inspection fee from the client.



Inspection Agreement/Limitations and Disclaimer

Liability Limitation: In the event of a breach or failure of the foregoing warranty, or negligent inspection by Homesmith Home Inspections, the client agrees that the liability of Homesmith Home Inspections, and of its agents, employees and inspectors, for claims or damages, costs of defense and suit, attorneys' fees, and expenses and payments arising out of or in any way connected with errors or omissions in the inspection or the inspection report shall be limited to liquidated damages in an amount equal to the amount paid for the inspection by the client. Client and Homesmith Home Inspections acknowledge the liquidated damages are not intended as a penalty but are intended, (1) to reflect the fact that actual damages may be difficult and impractical to ascertain; (2) to allocate risk among Homesmith Home Inspections and the client; and (3) to enable Homesmith Home Inspections to perform the inspection at the stated fee. In the event that Homesmith Home Inspections agrees to tender a refund of the inspection fee, such refund shall be full and final settlement of all present and future claims and causes of action and Homesmith Home Inspections shall be thereupon generally and fully released.

Third Party Indemnification: The home Inspection report is not intended for use by anyone other than the client. No third party shall have any right arising from this Contract or the home inspection report. In consideration for the furnishing of the home Inspection report, the client agrees to indemnify and hold harmless Homesmith Home Inspections, its agents, employees, inspectors, directors, officers, shareholders, successors and assigns, for all costs, expenses, legal fees, awards, settlements, judgments, and any other payments of any kind whatsoever incurred and arising out of a law suit, cross-complaint, countersuit, arbitration, administrative proceeding, or any other legal proceeding brought by any third party who claims that he/she relied on representations made in such home Inspection report and was damaged thereby. Client's request that Homesmith Home Inspections release copies of the inspection report to third parties shall be at client's risk with respect to the contents of this paragraph.

PROPERTY ADDRESS: _____

INSPECTION FEE: _____

Signature of Client: _____ Date: _____

Signature of Inspector: _____ TREC Lic. # 21107 Date: _____