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**COMPANY NAME**

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**PRE-INSPECTION AGREEMENT**

This PRE-INSPECTION AGREEMENT (herein after known as the Agreement) is entered into on this the < DATE > day of

< MONTH >, 20<YEAR> between < COMPANY NAME > and the Inspector < INSPECTOR > (herein after known as the Inspector) whose License Number is TREC #< TREC #>

and < CLIENT >, herein after known as the Client).

The Property to be inspected is (hereinafter as the Property @):

< ADDRESS >  
< CITY >, Texas < ZIP CODE >

Date of Inspection:< DATE > Time of Inspection \_\_\_\_\_ AM / PM

Inspection Fee: \$< FEE > Paid at time of Inspection \_\_\_\_\_

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING****I. Scope of Services**

A. In exchange for the Inspection Fee paid by Client, the Inspector agrees to provide the Client with an 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 Texas Standards of Practice promulgated by the Texas Real Estate Commission and/or the Texas Department of Agriculture ie: Structural Pest Control Service. Inspector/s will attempt to identify major defects and/or problems with the Property. **However, Client acknowledges that the Inspection Report may not identify all deficiencies, defects and/or problems.**

B. The Inspector agrees to:

1. inspect items, parts, systems, components and conditions which are present and visible at the time of the inspection, but the inspector is not required to determine or estimate the remaining life expectancy or future performance of any inspected item, part, system or component;
2. operate mechanical and electrical equipment, systems, and appliances during an inspection in normal modes and operating range at the time of the inspection;
3. report which of the parts, components, and systems present in the property have or have not been inspected;
4. report as deficient inspected parts, components or systems that are not functioning or that the standards of practice required the inspector to report as Deficient; and
5. address all of the parts, components, and systems contained in the standards of practice in property being inspected.

C. The inspection is limited to those items which can be seen, easily accessed and/or operated by the Inspector at the time of the inspection as set out in the Inspection Report. Inspector will not remove walls, floors, wall coverings, floor coverings and other obstructions in order to inspect concealed items.

Systems and conditions which are not specifically addressed in the Inspection Report are excluded.

The major systems which will be inspected include:

1. Foundation; Grading & Drainage
2. Interior doors, wall, ceilings and floors;
3. Exterior walls and doors, windows and door glazing;
4. Fireplace and chimney;
5. Roof, Roof Structure and attic;
6. Porches, Balconies and decks;
7. Built-in Appliances;
8. Heating, cooling and Vent Systems;
9. Plumbing Supply & Drains, Water Heating System; and
10. Electrical system.

D. Systems, items, and conditions which are not within the scope of the building inspection includes, but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, other environmental hazards, pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings and floors; recreational equipment or facilities; pool/spa water purification systems ( ozone generator/salt water, etc); underground storage tanks, energy efficiency measurements; motion or photo-electric sensor lighting; concealed or private secured systems; water wells; all overflow drains; heating systems accessories; solar heating systems; heat exchangers; sprinkler systems; water softener or purification systems; central vacuum systems; telephone, intercom or cable TV systems; antennae, lightning arresters, load controllers; trees or plants; governing codes, ordinances, statutes and covenants; and manufacturer specifications, recalls and EIFS. Client understands that these systems, items and conditions are excepted from this inspection. Any general comments about these systems, items and conditions of the written report are informal only and DO NOT represent an inspection.

E. The Inspector may indicate one of the following opinions of the Inspector regarding a particular item:

1. The item is performing its intended function at the time of the inspection;
2. The item is in need of replacement or service for repair; or
3. Further evaluation by a technician or expert is recommended.

#### DEFINITIONS

1.Apparent condition: System and components are rated as follows:

- SATISFACTORY (Sat.) Indicates the component is functionally consistent with its original purpose but may show signs of normal wear and tear and deterioration,
- MARGINAL (Marg.) Indicates the component will probably require repair or replacement anytime within five years.
- POOR - Indicates the component will need repair or replacement now or in the very near future.

- SIGNIFICANT ISSUES - A system or component that is considered significantly deficient, inoperable or is unsafe.
  - SAFETY HAZARD - Denotes a condition that is unsafe and is in need of prompt attention.
2. Installed systems and components: structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning ( weather permitting); insulation and ventilation.
  3. Readily accessible systems and components: only those systems and components where Inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility.
  4. Any component not listed as being deficient in some manner is assumed to be satisfactory.

## II. Inspection Report

A. The Inspection Report provided by the Inspector will contain the Inspector=s professional, good-faith opinions concerning the need for repair or replacement of certain observable items. All statements in the report are the Inspector=s opinions and should not be construed as statements of fact or 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 (ADTPA) and agrees that no cause of action exists under the DTPA related to the services provided. Except for those matters for which the exemption does not apply,** Unless specifically stated, the report will not include and should not be read to indicate opinions as to the environmental conditions, presence of toxic or hazardous waste or substances, presence of termites or other wood-destroying organisms, or compliance with codes, ordinances, statutes or restrictions or the insurability, efficiency, quality, durability, future life or future performance of any item inspected.

B. The Inspection Report is not a substitute for disclosures by sellers and real estate agents. Said disclosure statements should be carefully read for any material facts that may influence or affect the desirability and/or market value of the Property.

C. As noted above, the 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, Client acknowledges that qualified experts may be needed to further evaluate such items as structural systems, foundations, grading, drainage, roofing, plumbing, electrical systems, HVAC, appliances, sprinkler systems, fire/smoke detection systems, septic systems and other observable items as noted in the report.

D. The Inspection will not include an appraisal or the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

E. This inspection does not determine whether the property is insurable.

F. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.

## 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 CLIENT MUCH MORE THAN THE INSPECTION FEE FOR THE INSPECTOR'S 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.**

#### **V. 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 in writing, within 72 hrs. of the date the Client discovers the basis for the dispute so as to give the Inspector a reasonable opportunity to re-inspect 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 re-inspect the property, or both. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards adhered to in the report or State/Providence law. Furthermore, any legal action must be brought within one (1) year from the date of the inspection, or will be deemed waived and forever barred.

**In the 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. The arbitration panel must include at least one licensed home inspector.**

#### **VI. Certification of Merit**

Client shall make no claim, including without limitation any claim of professional negligence, against Inspector unless Client has first provided 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 Houston , Texas area for home buyers. The certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions of the Inspector 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; 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 to the Inspector not less than twenty (20) days prior to the presentation of any claim, or the

institution of any arbitration or legal proceeding by the Client. This certificate of merit requirement will take precedence over any existing state law in force at the time of the claim or demand for arbitration

**VII. INDEMNITY**

**CLIENT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS INSPECTOR, IT'S PARTNERS, OFFICERS, EMPLOYEES, ATTORNEYS, AND AGENTS, AND TO DEFEND ANY ACTION BROUGHT AGAINST ANY SUCH PARTIES, WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DEBTS OR LIABILITIES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, *WHETHER OR NOT RESULTING FROM THE NEGLIGENCE OF ANY PARTY SO INDEMNIFIED*, UNLESS CAUSED BY THE GROSSLY NEGLIGENT ACTIONS OR INTENTIONAL MISCONDUCT OF INSPECTOR.**

**VIII. 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 attorneys'= fees and costs incurred by that party.

**IX. Third Party Provider**

Your inspector may have an affiliation with a third party service provider ("TPSP") in order to offer you additional value-added services. By entering into this agreement you (a) authorize your inspector to provide your contact information (including telephone number) to the TPSP, (b) waive and release any restrictions that may prevent the TPSP from contacting you (including by telephone), and (c) authorize the TPSP to contact you (including by telephone) regarding special home alarm system offers

**X. Exclusivity**

The Inspection Report is to be prepared exclusively for the Client named and is **not transferable to anyone** in any form. Client gives permission for the Inspector to discuss report findings with real estate agents, specialists, or repair persons for the sake of clarification. A copy of the Inspection Report may be released to the selling Real Estate Agent.

**BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS CONTRACT AND THE ATTACHED DOCUMENTS, IF ANY; 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.**

Client Signature \_\_\_\_\_ DATE: \_\_\_/\_\_\_/\_\_\_ Time \_\_\_\_ AM / PM  
INSPECTOR: < INSPECTOR SIGNATURE \_\_\_\_\_ > DATE: \_\_\_/\_\_\_/\_\_\_ Time \_\_\_\_ AM /PM  
TREC # < TREC # >