

Rod Inspects
Professional Real Estate Inspections

Rod Stewardson TREC # 6291 (owner)
228 Autumn Fall, Cibolo, Texas 78108

Service Contract

This association is licensed and regulated by the Texas Real Estate Commission, and conforms to their Standards of Practice for Real Estate Inspections.

Client(s) Name: _____

Address of Property to be Inspected: _____

Home Phone: _____ **Cell Phone:** _____

E-mail address: _____

1. **Scope of Inspection:** Rod Inspects Professional Real Estate Inspections, its employee(s), agent(s) or assigns (hereinafter referred to as "inspector") will perform a limited visual home inspection to identify the general features and major deficiencies of the property the inspector observes. As such, any inspection by the inspector is limited to areas that are readily accessible and observable by the inspector, and does not include items that are not exposed to view, concealed, or inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, insulation, or any other obstructions. Further, any inspection of plumbing systems, electrical systems, structural systems or roof system of the home will only be of the visible features of these systems; and no panels, coverings, or materials will be removed to view any of these systems. An inspection will not involve any destructive testing or dismantling of any areas of or items in the home. The parties who sign this agreement below (hereinafter referred to as "client") agree that the inspector will not dig, probe, dismantle equipment or remove permanent material or items that could be damaged by the inspector in the course of an inspection. Further, the client agrees that the inspector does not determine the operational capacity, quality or suitability for a particular use of any item or area inspected. As such, the client agrees that the inspector will not be liable for actual, consequential, exemplary, special or incidental damages that may arise from or during an inspection that are not solely and directly caused by the inspector. The client agrees to assume all risk for any and all conditions that are concealed from the inspector's view at the time of inspection. **Because of its limited nature, the client agrees that an inspection cannot be expected to uncover all defects or deficiencies within, outside or under the structure.**
2. **Areas Outside the Scope of this Inspection:** The following items are outside of the scope of an inspection and services rendered under this contract: Building code or zoning ordinance requirements or violations; easements; property boundaries; geological stability or soil condition; structural stability or engineering analysis; design problems with any structures or equipment; draft capability of fireplaces; termites, pests, or dry rot; asbestos, radon, formaldehyde, or other environmental hazards; building value appraisal; cost estimates; detached buildings; specific components noted as being excluded on the individual system inspection forms; private water, private sewage, or septic systems, or any component thereof; swimming pools, spas, hot tubs (other than equipment and visible plumbing systems); saunas, steam baths, or fixtures and equipment; radio-controlled devices, automatic gates, elevators, lifts or dumb-waiters; thermostatic and time clock controls; water softener systems, solar systems, heat exchanger, freestanding appliances, refrigerator ice maker water shut off valve, or other personal property; or any item or condition reported as not inspected or inaccessible to the inspector in any inspection report provided to the client or his/her agent.
3. **Use By Others:** The client acknowledges and agrees that client is requesting an inspection for client's own use and client will not disclose any part of any inspection reports prepared or provided by the inspector to any other party, except, upon the client's explanation to the following parties that any information provided by the inspector is mere opinion of any condition: 1) One copy may be provided to the current seller(s) of the property for his/her use as part of any currently pending transaction with client on this property, and 2) One copy may be provided to the real estate agent representing the client for use as part of any currently pending transaction with client on this property. Client agrees that no further use will be made of any inspection reports prepared or provided by the inspector without first receiving written authorization for such use from the inspector.
4. **Opinions of the Inspector:** Any written or oral reports or information provided by the inspector to client or his/her agent are merely the opinion of the inspector on the condition of the property or the need for repair or replacement of the items discussed or listed in any report. Therefore, the client agrees that the inspector is providing a professional service, and any oral or written statements or reports made by the inspector are mere opinions.
5. **Arbitration and/or Mediation:** Any claim made by the client or his/her agent arising out of, or related to, any act or omission of the inspector in connection with any service or inspection provided under this agreement shall be, at the sole discretion and decision of the inspector, subject to arbitration under the Rules of the American Arbitration Association and/or mediation prior to any claim being brought before any court of law.
6. **Moisture, Fungi and Air Quality:** The client agrees that the inspector is not licensed to perform inspections for mold, mildew or other microbial or fungal conditions in the home, including the moisture content and air quality in the home. Therefore, client agrees that he/she will seek an inspection and/or opinion from a qualified inspector for such conditions, if the client has any question or concern that moisture or air quality conditions are unsafe or mold, mildew or other microbial or fungal conditions exist in the home based on client's own observations or any reference by the inspector to any water penetration, leaks, stains or damage in the home.

7. **Limitation of Liability:** The client specifically acknowledges and agrees that the inspector's liability is limited to any services, opinions and inspections provided under this agreement. Further, the client specifically acknowledges and agrees that the inspector is not and will not guarantee or warranty any of the services, opinions and inspections provided under this agreement. Further, the client specifically acknowledges and agrees that the maximum amount of damages the client is entitled to recover, whether such damages are actual, consequential, exemplary, special or incidental, including attorney's fees and costs, for any and all liability that the inspector is alleged to be or found liable for arising out of, or related to, this agreement or any act or omission of the inspector, including negligence or breach of contract, is limited to the greater amount of: 1) the fee(s) paid by the client to the inspector under this agreement and any addendum to this agreement, or 2) Five Hundred and 00/100 Dollars (\$500.00).

Initial that you have read and agree to paragraph 7 above: **Initial** _____ **Initial** _____

8. **Attorney's Fees & Costs:** The client agrees to pay any and all attorney's fees and costs incurred by the inspector for prosecution or defense of any claim or cause of action arising out of, or related to, this agreement or any act or omission of the inspector by, through or under this agreement, if 1) the inspector is the prevailing party in any claim or cause of action against the client; or 2) the inspector is found or judged to be liable to the client for damages of not more than the maximum amount recoverable under paragraph 7 (Limitation of Liability) of this agreement when the inspector has offered to pay the maximum amount recoverable under paragraph 7 of this agreement to the client within ninety (90) days of the inspector's initial receipt of notice of any claim or cause of action by the client or his/her agent against the inspector.

9. **Entire Agreement:** This agreement encompasses the entire agreement between the client and the inspector. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement. No change or modification shall be enforceable against the client or the inspector unless such change or modification is in writing and signed by both parties.

10. **Enforceability:** If any portion of this agreement is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in force between the parties.

11. **Third-Party Home Security Company:** By signing this agreement, you authorize a third-party security company to contact you at the phone numbers you have provided to discuss the home alarm system inspection and special offers. The client acknowledges the inspector will be paid a referral fee for providing this information to a third-party home security company.

12. **Payment & Report:** Payment for services rendered under this agreement is due in full by the client at the time of completion of the inspection. The inspector agrees to provide the client with a written report based on the inspector's opinions of the observable condition of the home in return for full payment. No written report will be issued to the client until the inspector receives full payment.

13. **Limited Inspection:** The client understands that if client wants an inspection without a limit on liability as described in paragraph 7 of this agreement, the client may pay an additional fee to receive a technically exhaustive inspection report without limitation. The minimum additional fee for a technically exhaustive inspection is \$2,500.00 and will be performed by Licensed Professionals, including but not limited to: Electricians, Plumbers, Engineers, Roofers, and any other licensed professional deemed necessary. To obtain a technically exhaustive inspection report, the client must enter into a separate written agreement with the inspector.

14. **Review of Agreement & Choice of Inspector:** The client agrees that he/she has had the opportunity to read and review this agreement. Further, the client agrees that he/she may take this agreement to an attorney for review and advice as to any of the provisions contained in this agreement. Further, the client agrees that he/she has numerous choices when selecting a person or company to perform services similar to those identified in this agreement, but client is choosing to use the inspector over any other person or company regardless of the terms contained in this agreement. Further, the client agrees that he/she is not signing or entering into this agreement due to duress, coercion or any other force or deadline.

Initial that you have read and agree to paragraph 14 above: **Initial** _____ **Initial** _____

15. **Limited Inspection Fee:** The client agrees that the fee for the services and inspection(s) provided under this agreement is:
\$ _____

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

This agreement shall be construed and enforced in accordance with the laws of the State of Texas, with venue for any and all claims and causes of action to be in Bexar County.

Signed: _____ Date: _____

Printed: _____

Signed: _____ Date: _____

Printed: _____