

Quality Inspection



Visual Inspection Agreement Important Limitations, Departures and Disclaimers

I (client) hereby request Quality Inspection, herein after known as the inspector, to conduct a limited visual inspection of this property for the purpose of informing me of major deficiencies in the condition of the inspected property. I will hold the inspector harmless of any and all kinds of defects of the non requested items. I understand the written report is the property of the inspector and the client and the clients representative and shall not be used by or transferred to any other person or company without both the inspector's and the clients written consent. *This report is not to be used by any property or home warranty company.* I warrant that I will read the following agreement carefully. I understand that I am bound by all the terms of this contract. I further warrant that I will read the entire inspection report, when I receive it, and promptly call and consult with the inspector any questions I may have. If any omissions or deficiencies are found by the client they must be reported to the inspector in writing no later than 10 days from the date of receipt of the inspection report.

Scope of Inspections:

The inspection will be performed in accordance with the Texas Real Estate Commissions Standards of Practice regulating Home Inspectors. The report used by the inspector is the Texas Real Estate Commissions mandated inspection report. The inspector will observe, render an opinion and report which of the parts, components and systems present in the property have or have not been inspected. All mechanical and electrical equipment, systems and appliances are operated in normal modes and operating range at the time of the inspection. The inspector's report will specifically indicate if the inspected parts, components or system are not functioning or in need of repair. The inspector may provide a higher level of inspection performance than required by the Texas Real Estate Inspectors Standards of Practice and may inspect parts, components and systems in addition to those described by The Texas Real Estate Inspectors Standards of Practices. In the event of conflict between a specific provision and a general provision, the specific shall control.

Structural and Mechanical Inspection: The inspector will report on accessible and visible deficiencies related to the Property's Structural Systems, Electrical Systems, Heating, Ventilation and Air Conditioning Systems, Plumbing Systems and Appliances. (Optional systems can be requested at an additional fee.) Conditions beyond the scope of this inspection will be identified in this service contract or in the body of your inspection report. No engineering services are offered or provided. The inspector is not a structural engineer. This inspection is not an engineering report, and should not be considered one. If any cause of concern is noted on this report, or if you want further evaluation, you should consider consulting with an engineer.

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The building, its components and equipment are to be ready and accessible for inspection on the date and time agreed upon. All utilities and pilot lights must be on and all equipment operational so the total inspection may be completed on the agreed date and time. If reinspections are needed to complete the inspection process, there will be additional fees assessed at a rate of not less than half the price of the original inspection fee. The inspector is not obligated to change the light bulbs, light pilots, move furniture, obstructions or floor coverings, or remove panels to inspect any part of the building or its equipment. The pool/spa must be full, clean and operational. The Central Cooling System(s) shall not be checked in temperatures below 60 degrees. The Central Heating System(s) shall not be checked in temperatures above 90 degrees. Per the Texas Real Estate Commission Inspectors Standards of Practice "full evaluation of integrity of the heat exchanger requires dismantling of the furnace and is beyond the scope of a visual inspection." The written report will not substitute for client's personal presence during the inspection. The client is further urged to make his/her own physical inspection of the dwelling. To personally operate all electrical, mechanical, plumbing fixtures, equipment and

systems. Become familiar with their proper use and maintenance requirements, and to obtain all operating manuals and warranties with respect thereto. Make inquiries as to any previous maintenance problems, repairs and/or replacements of the structural components, equipment and systems to the dwelling, including the roof, foundation, walls and partitions. The inspection report is not a repair list and is made for the sole purpose of assisting the purchaser to determine feasibility of purchasing and in no way meant to influence his/her decision to purchase. The scope of this inspection is limited strictly to those items requested and checked in the report. The inspection is intended to be a practical, non-destructive examination of the function of the building, its components and equipment. The examination is limited to visual, audible and operational techniques.

THIS INSPECTION IS NOT intended to be technically exhaustive nor is it considered to be A GUARANTEE, HOME WARRANTY OR INSURANCE POLICY OF THE FUTURE LIFE OR FAILURE OF THE ITEMS INSPECTED, EXPRESSED OR IMPLIED. The inspector shall not be responsible or liable for any repairs or replacements with regard to the property, systems, components or its contents therein. The inspector is neither a guarantor nor insurer. The inspector will have no liability for latent defects or items intentionally covered, concealed or hidden that cannot be observed by a normal visual inspection, or cannot be determined by normal equipment operation at the time of the inspection. Therefore, the Inspector's liability is specifically limited to those situations where it can be conclusively shown that the mechanical device or structural component inspected was inoperable, in immediate major need of repair or not performing the function for which it was intended at the time of the inspection.

THE INSPECTOR IS A HOME INSPECTOR GENERALIST AND IS NOT ACTING OR REPRESENTING HIMSELF AS A LICENSED STRUCTURAL ENGINEER, MECHANICAL ENGINEER OR EXPERT IN ANY CRAFT OR TRADE. The client is urged, *prior to closing*, to have an expert in the appropriate field examine and all items noted, *R=Not Functioning or In Need of Repair*, in the inspection report so to determine the full extent of the condition and effect on the value of the property. It is recommended that all the repairs be completed by, or under the direction of, a qualified specialist, certified, licensed and bonded in the field of the reported item.

Outside the scope of the inspection:

The inspector does not take responsibility for reporting non-compliance with any homeowner associations, building, electrical, mechanical or plumbing codes established by municipal ordinances on any existing structure. The inspection and report does not address the possible presence of hazardous gasses, toxic wastes, substances or danger from asbestos, radon gas, lead paints, bacteria's, molds, mildews or fungi, urea formaldehyde, soil contamination and other indoor and outdoor substances. The client is urged to contact a competent specialist if information, identification or testing of the above is desired.

The inspection does not include any destructive testing or dismantling. Any area(s) which are not exposed to view, is concealed or is inaccessible because of soil, construction, wall, partitions, floors, carpet, ceilings, furnishing and any other condition, item, system or component which by the nature of their location are concealed or otherwise difficult to inspect which the Inspector cannot visually examine. The Client agrees to assume all risk for all conditions, which are concealed from view at the time of the inspection.

ATTORNEY'S FEES: If a lawsuit is filed by the Client against the Inspector and the Inspector successfully defends the claim of the client. The Client agrees to pay the inspector reasonable attorneys fees, court costs and any other costs incurred in the defending against such claims.

LIMITATION ON LIABILITY: Inspector's liability for mistakes or omissions in this inspection report is limited to a refund of the fee paid for the inspection report. The liability of the inspector's principals, agents, and employees is also limited to the fee paid. The limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this inspection report. This liability limitation is binding on client and client's spouse, heirs, principals, assigns and anyone else who may otherwise claim through the client. Client assumes the risk of all losses greater than the inspection fee paid for the inspection. Client agrees to immediately accept a refund of the fee as full settlement of any and all claims that may ever arise from this inspection.

I hereby acknowledge that I have read, understood and accept the Visual Inspection Agreement and authorize the inspection of the property.

Inspection Fee \$ _____

Report # _____

Signature of Authorized Inspector /License #

Date

Signature of Client or Client's

Date