

Nspect of Austin, Inc.
INSPECTION AGREEMENT

IMPORTANT: NOTICES AND LIMITATIONS

It is strongly recommended that Clients be present for inspections. At a minimum, Client shall ensure the building, its components, and equipment are operational and accessible on the date and at the time of the scheduled inspection. All utilities and pilot lights must be on. Failed bulbs should be replaced. Pools/spas must be full, clean and operational. Keys to all exterior doors shall be provided. Deviations from these requirements may cause systems to be omitted from the report -or- incur additional charges and delay inspections. Cancel or reschedule twenty-four (24) hours before scheduled inspection to avoid trip charge. Minimum trip charge is one hundred ten dollars (\$110).

*Scope: This inspection shall comply with the Texas Real Estate Commission's "Standards of Practice" as outlined in the Texas civil statutes, Article 6573a and 22 Texas Administrative Code, §§ 535.227-535.231. This inspection shall include the **Structural** (i.e., foundations, exterior and interior walls, doors, windows, attics, etc.) **Mechanical systems** (i.e., water heaters, heating and cooling systems, duct-works, plumbing systems, etc.), and **built-in appliances**. This is a visual inspection only of accessible parts, components, and systems typically found in improvements to real property excluding detached structures, decks, waterfront structures (i.e., docks) and fences. All mechanical and electrical equipment, systems, and appliances are operated manually in normal modes and operating range at the time of the inspection.*

The Optional systems checked are covered in this report. Others may be included for additional fees.

- | | |
|---|---|
| <input type="checkbox"/> Gas Lines | <input type="checkbox"/> Individual private sewage system (Certificate) |
| <input type="checkbox"/> Outbuildings | <input type="checkbox"/> Outdoor cooking equipment |
| <input type="checkbox"/> Swimming Pools | <input type="checkbox"/> Lawn and Garden Sprinkler Systems |
| <input type="checkbox"/> Private well | <input type="checkbox"/> Other: |

# of options:	<u>Customer Initials:</u>
0	

Limitations: Nspect of Austin, Inc. conducts general real estate inspections. We do not hold ourselves to be specialists for any particular item. We are not engineers. Design problems are not within the scope of this inspection. We will not determine the operational or service capacity, quality or suitability for a particular use of items inspected. This inspection covers only the items specifically described in this report and is based only on the condition of those items that are reasonably, visually observable on the date and at the time of this inspection. We may employ "subs" (agents) for unusual or specialty items. We do not disassemble anything. We do not inspect for compliance with municipal building codes, statutes, ordinances, restrictions, adequacy of design, capacity, efficiency of size, value, flood plain location, pollution or habitability. We do not perform soil analysis or inspect for environmental conditions, presence of toxic or hazardous wastes or substances, or presence of wood-destroying insects/organisms. We do not move furniture, rugs, paintings, or other furnishings. We do not enter areas inaccessible, unsafe, or where vertical clearance is less than eighteen inches (18"). We do not determine condition of wall, ceiling or floor coverings except as they affect structural performance or water penetration. *Obvious damage to floor, ceiling or wall coverings may not be noted in our report.* The inspection report is not to be construed as a total list of defects, existing or potential. We will not operate equipment outside normal ranges or when operation may obviously damage equipment or structure. Self-cleaning functions are not inspected. We do not pressure or leak check cooling or similar devices. We are not responsible for damages discovered or caused during or as a part of this inspection. No representation is made concerning any condition other than the operability for any item on the date and at the time of the inspection. *Please remember older homes do not meet the same standards as newer homes, even though items in both might be performing the functions for which they are intended.*

Nspect of Austin, Inc. may have an affiliation with third-party service providers ("TPSP") in order to offer value-added services to its Clients. The company may also arrange for these TPSP (Pest Control Companies, Alarm Companies, etc.) to send literature or make post-inspection contact with the Company's Clients.

Not A Warranty: This inspection/report is not a home, appliance, or system warranty, either expressed or implied. No representation is made as to the future performance of any item. There is no responsibility expressed or implied for latent defects, or for defects not reasonably observable at the time of the inspection, or for defects that would require the removal of major or, permanent coverings for observation. If you would like a home or appliance warranty or other similar guarantee, you should obtain such from a legitimate home warranty company. Verbal statements by inspector shall not expand the scope of this agreement or the inspection report, nor will such statements be relied upon when solicited from the inspection by the Client at any time. NOTE: Client agrees to promptly contact a qualified specialist (engineer, plumber, electrician, etc.) to repair, replace, or further evaluate items noted as not functioning or in need of repair/ replacement.

Nspect of Austin, Inc., and Client agree that the following systems (if any) shall not be covered in this report: _____

Legal Notice:

- This firm is licensed and regulated by the Texas Real Estate Commission (TREC). TREC administers two recovery funds which may be used to satisfy judgments against inspectors and real estate licensees involving a violation of the law. Complaints or inquiries should be directed to: Texas Real Estate Commission, P.O. Box 12188, Austin, Texas 78711-2188. (512) 465-3960*

Dispute Resolution: In the event of any dispute regarding this inspection, Client agrees to notify Nspect of Austin, Inc., promptly and to allow us to re-inspect the property. Re-inspection may be performed by us or by a 3rd party at our expense. Further, client agrees that the maximum liability for Nspect of Austin, Inc., or its agents, arising from failure to perform the obligations stated in this agreement, or from errors or omissions, shall be LIMITED TO AN AMOUNT NOT TO EXCEED THE FEE PAID FOR THE INSPECTION. In the event the dispute remains unresolved, Client agrees that the venue for redress shall be through arbitration in Travis County by qualified arbitrator with a preference for a retired county judge. Client shall pay all legal fees and other such reasonable, associated costs and expenses incurred by Nspect of Austin, Inc., or its agents, should client fail to prevail.

Exclusivity: This report is prepared exclusively for the client(s) named and is the property of the client and Nspect of Austin, Inc. This report is not transferable to anyone in any form. At Client's request, Nspect of Austin, Inc., may discuss report findings with real estate agents, specialists or repair persons for the sake of clarification. This report may not be used by any other person without the written consent of all parties. Both parties hereby authorize distribution of copies of this report to: Agent

RE:

I acknowledge that I have read this agreement and the terms, conditions and limitations and agree to be bound by these.

:

Email

Inspection Fee: _____ \$ _____

Client Name: _____

Phone Number: _____

Client Signature: _____

Date: _____

Report #: _____

Nspect of Austin, Inc.



Roy M. Huckabee, President