



Inspection Agreement

Larry Wedge Lic# 6060
6739 Spring Manor
San Antonio Tx 78249
210.6961104
inspector@larryinspects.com

Clientname _____ Phone _____
Current address: _____ City _____ St _____ Zip _____
E-mail address _____
Property address: _____ City _____ St _____ Zip _____

This property inspection report may include an inspection agreement (contract), addenda, and other information related to property conditions. If any item or comment is unclear, you should ask the inspector to clarify the findings. It is important that you carefully read ALL of this information.

This inspection is subject to the rules (“Rules”) of the Texas Real Estate Commission (“TREC”), which can be found at www.trec.texas.gov.

The TREC Standards of Practice (Sections 535.227-535.233 of the Rules) are the minimum standards for inspections by TREC licensed inspectors. An inspection addresses only those components and conditions that are present, visible, and accessible at the time of the inspection. While there may be other parts, components or systems present, only those items specifically noted as being inspected were inspected. The inspector is NOT required to turn on decommissioned equipment, systems, utility services or apply an open flame or light a pilot to operate any appliance. The inspector is NOT required to climb over obstacles, move furnishings or stored items. The inspection report may address issues that are code-based or may refer to a particular code; however, this is NOT a code compliance inspection and does NOT verify compliance with manufacturer’s installation instructions. The inspection does NOT imply insurability or warrantability of the structure or its components. Although some safety issues may be addressed in this report, this inspection is NOT a safety/code inspection, and the inspector is NOT required to identify all potential hazards.

In this report, the inspector shall indicate, by checking the appropriate boxes on the form, whether each item was inspected, not inspected, not present or deficient and explain the findings in the corresponding section in the body of the report form. The inspector must check the Deficient (D) box if a condition exists that adversely and materially affects the performance of a system or component or constitutes a hazard to life, limb or property as specified by the TREC Standards of Practice. General deficiencies include inoperability, material distress, water penetration, damage, deterioration, missing components, and unsuitable installation. Comments may be provided by the inspector whether or not an item is deemed deficient. The inspector is not required to prioritize or emphasize the importance of one deficiency over another.

Some items reported may be considered life-safety upgrades to the property. For more information, refer to Texas Real Estate Consumer Notice Concerning Recognized Hazards or Deficiencies below.

THIS PROPERTY INSPECTION IS NOT A TECHNICALLY EXHAUSTIVE INSPECTION OF THE STRUCTURE, SYSTEMS OR COMPONENTS. The inspection may not reveal all deficiencies. A real estate inspection helps to reduce some of the risk involved in purchasing a home, but it cannot eliminate these risks, nor can the inspection anticipate future events or changes in performance due to changes in use or occupancy. It is recommended that you obtain as much information as is available about this property, including any seller’s disclosures, previous inspection reports, engineering reports, building/remodeling permits, and reports performed for or by relocation companies, municipal inspection departments, lenders, insurers, and appraisers. You should also attempt to determine whether repairs, renovation, remodeling, additions, or other such activities have taken place at this property. It is not the inspector’s responsibility to confirm that information obtained from these sources is complete or accurate or that this inspection is consistent with the opinions expressed in previous or future reports.

ITEMS IDENTIFIED IN THE REPORT DO NOT OBLIGATE ANY PARTY TO MAKE REPAIRS OR TAKE OTHER ACTIONS, NOR IS THE PURCHASER REQUIRED TO REQUEST THAT THE SELLER TAKE ANY ACTION. When a deficiency is reported, it is the client’s responsibility to obtain further evaluations and/or cost estimates from qualified service professionals. Any such follow-up should take place prior to the expiration of any time limitations such as option periods. Evaluations by qualified tradesmen may lead to the discovery of additional deficiencies which may involve additional repair costs. Failure to address deficiencies or comments noted in this report may lead to further damage of the structure or systems and add to the original repair costs. The inspector is not required to provide follow-up services to verify that proper repairs have been made.

Property conditions change with time and use. For example, mechanical devices can fail at any time, plumbing gaskets and seals may crack if the appliance or plumbing fixture is not used often, roof leaks can occur at any time regardless of the apparent condition of the roof, and the performance of the structure and the systems may change due to changes in use or occupancy, effects of weather, etc. These changes or repairs made to the structure after the inspection may render information contained herein obsolete or invalid. This report is provided for the specific benefit of the client named above and is based on observations at the time of the inspection. If you did not hire the inspector yourself, reliance on this report may provide incomplete or outdated information. Repairs, professional opinions or additional inspection reports may affect the meaning of the information in this report. It is recommended that you hire a licensed inspector to perform an inspection to meet your specific needs and to provide you with current information concerning this property.

I have received and read a copy of the Standards of Practice Initial _____

1. Scope of Inspection

The inspector will perform a non-technically exhaustive, limited visual survey and basic performance evaluation of the systems and components of a building using normal controls and does not require the use of specialized equipment or procedures. The purpose of the inspection is to provide the client with information regarding the general condition of the residence at the time of inspection. .

Any area, which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other item(s) is not included in this inspection. The inspection WILL NOT INVOLVE ANY DESTRUCTIVE TESTING OR DISMANTLING. The client agrees to assume all risk for any/all conditions, which may be concealed from view at the time of inspection. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer of disclosure, which may be required by federal, state or municipal statutes. The inspector is not an insurer and payment is based solely on the value of the service provided by the inspector in the performance of a limited visual inspection of the structure's systems and components. Because of its' limited nature, this inspection cannot be expected to uncover all defects or deficiencies within the structure.

2. Areas Outside the Scope of this Inspection

Whether or not they are concealed, inspection of areas outside the scope of this inspection is limited. These areas include but are not limited to: Building code or zoning ordinance violation; geological stability or soil condition; structural stability or engineering analysis; termites, pests, or dry rot; asbestos, radon, formaldehyde, or other environmental hazards; building value appraisal; cost estimates; condition of detached buildings or pools (unless included for an additional fee); specific components noted as being excluded on the individual system inspection forms; private water or private sewage system, 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, or other personal property.

The inspector is a home inspection generalist and is not a licensed engineer or expert in specific crafts. If the inspector recommends consulting other specialized experts, client should do so at client's expense.

I have read, understand and agree to the above scope of inspection.

Initial _____

3. Use By Others

The client promises inspectors that client has requested this inspection for client's own use only and will not disclose any part of the inspection report to any other person with the following exceptions: 1) One copy may be provided to the current seller(s) of the property for their use as part of this transaction only; 2) One copy may be provided to the real estate agent representing the client for use in client's transaction only; and 3) Upon client's request a copy of the report may also be provided to a bank or other lender for the use in client's transaction only.

4. Limitation On Liability

Based on the scope of the inspection, the inspector's total liability in this inspection and report is limited to a refund of the fee paid for this inspection and report. The liability of inspector's principals, agents and associates is also limited to the fee paid. This limitation applies to anyone damaged or expenses of any kind incurred due to errors or omissions in this inspection and report. This liability limitation is binding on client, client's spouse, heirs, principals, assigns and all others who may otherwise claim through client. Client assumes the risk of all losses greater than the fee paid for the inspection. Client agrees to accept a refund of the fee as full settlement of any kind and any and all claims, which may arise from this inspection.

5. The written report to be prepared by the inspector shall be considered the final exclusive findings of the inspector of the structure. Client understands and agrees they will not rely on any oral statements made by the inspector prior to the issuance of the written report. Client further understands and agrees that the inspector reserves the right to modify the inspection report for a period of time that shall not exceed forty-eight (48) hours after the inspection report has first been delivered to the client

6. Any claim arising out of, or related to any act or omission by the inspector in connection with the inspection of the residential structure, as limited herein, shall be made in writing and reported to the inspector within 10 business days of discovery. The inspector must be allowed to inspect the claimed discrepancy before repairs or modifications are made. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Association, in Bexar County Texas, and judgment upon the award rendered by the Arbitrator(s).

7. With any reference of water penetration, or stain noted in this report it is recommended that a qualified professional perform a professional mold/mildew analysis. It should be noted that Mold/Mildew investigations are not included in this report.

8. This agreement represents the entire agreement between the parties. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by both parties.

9. The inspector has no present or contemplated future (a) partnership with the Principal Parties nor (b) an interest in the property which could adversely affect the inspector's ability to perform an objective inspection; and neither the employment of the inspector to conduct the inspection, nor the compensation for it, is contingent on the results of the inspection.

10. The inspector has no personal interest in, or bias with, respect to the subject matter of the inspection report or to any parties who may be part of the financial transaction involving the property inspected. The conclusions and recommendations of the report are not based in whole, or in part, upon the race, color, creed, sex, or national origin of any of the Principal Parties.

11. The client shall indemnify, defend and hold the inspector

harmless from all liability or loss, and from and against all claims or actions based upon or arising out of injury to or death of persons, or damage to or loss of property, caused by the acts, omissions, neglect, or legal status of the inspector or the inspector's employees or agents.

12. 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.

13. Payment is due in full upon completion of the inspection. No written report will be issued until full payment is received.

Please Read Carefully

The inspector's total liability in this inspection and report is limited to a refund of the fee paid for this inspection and report. Client agrees to accept a refund of the fee as full settlement of any kind and any and all claims, which may arise from this inspection.

*The client understands that if client wants an inspection without the limit of liability equal to the fee paid for the inspection, client may **pay an additional fee to receive a technically exhaustive inspection report.** A technically exhaustive report is a comprehensive investigation beyond the scope of a real estate inspection which would involve determining the cause or effect of deficiencies, exploratory probing or discovery, the use of specialized knowledge, equipment or procedures. **The minimum additional fee for this type of inspection is \$3,500.00** and will be performed by Licensed Professionals, including but not limited to: Electricians, Plumbers, Engineers, and others.*

I do do not want the technically exhaustive inspection report without the limit of liability.

Initial _____

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

I/We read, understand, and agree to the terms of this service agreement.

Signed: _____
client

Date: _____

Signed: _____
client

Date: _____

Signed: _____
Inspector

Date: _____

Property Information:

Square feet living area _____

Year built _____

Slab or pier and beam _____

Vacant or occupied _____

Number of A/C's (not window units) _____