

1st Choice Residential and Commercial Services LLC
Standard Inspection Agreement

Clients Name: _____

The address of the property is: _____

Fee for the residential inspection is \$ _____

THIS AGREEMENT made this _____ day of _____, by and between **TOM COBB** (hereinafter "INSPECTOR") and _____ (hereinafter "CLIENT"), collectively referred to herein as "the parties."

The Parties Understand and Voluntarily Agree as follows:

1. INSPECTOR agrees to perform a limited visual inspection of the general systems and components of the home/building and to identify any system or component listed in the written report (copy of which will be provided to Client) which may be "deficient" as defined by TREC's Standards of Practice. This report should only be considered supplementary to the seller's disclosure document.

2. This inspection will be performed in compliance with the Texas Real Estate Commission Standards of Practice, a copy of which is available upon request. Although INSPECTOR agrees to follow TREC's Standards of Practice, CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view or inaccessible at the time of the inspection. Unless otherwise indicated, CLIENT understands that INSPECTOR will not be testing for the presence of Radon, a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated, CLIENT understands that INSPECTOR will not test for wood destroying insects, compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations.

3. The inspection and report are performed and prepared exclusively for the use by the CLIENT. INSPECTOR accepts no responsibility for use or misinterpretation by third parties should the CLIENT provide them with any part of the report. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by law,

4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported deficient items, either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees, expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR. This liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place.

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6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 10 days of discovery, and (2) Access to the premises within 7 days of notification in order for INSPECTOR to see what the discrepancy may be. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind. CLIENT further agrees that, with the exception of emergency conditions, CLIENT or CLIENTS agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the INSPECTOR. CLIENT understands and agrees that any failure in adhering to this requirement shall constitute a waiver of any and all claims present and future.

7. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, loss of income, expenses and fees of INSPECTOR in defending said claims.

8. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees.

9. Full payment of the fee to INSPECTOR is due upon completion of the on-site inspection and prior to any discussion of the findings and deliver of the final report. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by and for the entity.

10. This Agreement is not transferable or assignable.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

INSPECTORS NAME & DATE

CLIENTS NAME & DATE

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ADDENDUM {A}: Security Inspection and Free Home Warranty

We DO NOT inspect security systems. However, through a special agreement with Brinks Home Security, by CLIENT agreeing to have 1st Choice Residential and Commercial Services LLC perform your Home Inspection, Brinks will provide a free security inspection and also provide you with a 90 day Limited Structural & Mechanical Warranty at no charge.

Brinks Home Security will contact you at a later date, using the phone number(s) you have provided, with a special offer.

Please sign and date if you wish to take advantage of this unique benefit:

INSPECTORS NAME AND DATE

CLIENTS NAME AND DATE

**1st Choice Residential and Commercial Services LLC
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ADDENDUM {B}: Pool and Spa Inspection

**THIS IS INTENDED TO BE A LEGALLY AND BINDING AGREEMENT ADDENDUM
PLEASE READ CAREFULLY**

The following terms and conditions are hereby incorporated in and made part of the above Standard Inspection Agreement and Inspection Report Number **20090520-1**. CLIENT hereby requests the additional inspection services as set forth below. CLIENT understands that these services are beyond the scope of the standard inspection and as such agrees to all of the following terms, conditions, limitations and exclusions.

SCOPE OF THE POOL AND/OR SPA INSPECTION

The inspection to be performed for CLIENT is a non-invasive physical examination, performed for the additional fee set forth below, designed to identify material defects in the following systems and components of the swimming pool and/or spa of the CLIENT'S primary dwelling as they exist at the time of the inspection. The inspection shall be limited to those specific systems and components that are present and visually accessible.

1. Mechanical systems including pumps, motors, heaters, and filtration systems
2. Exposed piping, lighting, and electrical
3. Exposed decking and coping surrounding the pool and/or spa
4. Remote control devices, if any
5. Barrier fencing, installed door alarms, and gates

The inspection report shall describe and identify the inspected systems and components of the pool and/or spa and shall identify material defects in those systems and components observed during the inspection. CLIENT agrees to read the entire inspection report when it is received and promptly call the Inspector with any questions or concerns CLIENT may have regarding the inspection report or the inspection itself.

INSPECTOR'S agreement to increase the scope of this inspection as set forth in this Addendum {B} shall not be deemed a waiver or an increase of any legal or contracted duty or obligation of the INSPECTOR, nor shall INSPECTOR'S actions be deemed to waive, cancel, or modify the applicable Standards of Practice.

I have read and agree to the Scope of the Pool and/or Spa Inspection:

INSPECTORS AND CLIENTS INITIALS: _____

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ADDENDUM {B} Pool and Spa Inspection {continued}

LIMITATION, EXCEPTIONS, AND EXCLUSIONS

Excluded from the pool and/or spa inspection is any system, structure, or component of the pool and/or spa which is inaccessible, concealed from view, or cannot be inspected due to circumstances beyond the control of the INSPECTOR or which CLIENT has agreed is not to be inspected. Unless specifically agreed otherwise in writing, between the INSPECTOR and the CLIENT, the following are excluded from the inspection:

1. Pool body and decorative components such as tile, paint, and special coatings
2. All underground piping and electrical
3. Leak detection of non-visible plumbing
4. Chemical and water treatment systems, including the chemical conditions of the water in the pool and/or spa
5. Sizing, adequacy, and projections of life expectancy or future performance of any equipment, systems, structure, or components
6. Determining compliance with installation guidelines, manufacturer's specifications, building codes, ordinances, regulations, covenants, or other restrictions, including local interpretations thereof
7. All other Limitations, Exceptions, and Exclusions as set forth in the Standard Inspection Agreement

I have read and agree to the Limitations, Exceptions, and Exclusions: **CLIENTS INITIALS:** _____

INSPECTOR is a Home Inspector generalist and is not acting as an expert in any specific craft or trade. The INSPECTOR may make recommendations for further evaluation by an individual who is an expert or specialist in one or more specific components or systems. It is the CLIENT'S duty and obligation to exercise reasonable care to protect himself or herself regarding the condition of the dwelling, including those facts that are known to or within the diligent attention and observation of the CLIENT.

In the event of a conflict between the terms and conditions of this Addendum {B} and the Standard Inspection Agreement, the terms and conditions of this Addendum {B} shall prevail.

BY SIGNING BELOW, YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD INSPECTOR HARMLESS FROM ANY THIRD PARTY CLAIMS ARISING OUT OF CLIENT'S UNAUTHORIZED DISTRIBUTION OF THE INSPECTION REPORT.

CLIENT acknowledges that they have read and understand all the terms, conditions, and limitations of this agreement Addendum {B} and voluntarily agrees to be bound thereby and agrees to pay the additional fee listed below.

Inspection Fees: Pool **\$65.00** Spa **\$35.00** Pool and Spa **\$80.00**

INSPECTORS NAME AND DATE: _____

CLIENTS NAME AND DATE: _____