

STAND BY HOME INSPECTIONS, PLLC

10907 Barker View Dr.

Cypress, TX. 77433

(210) 844-7157

[Kcunningham@standbyinspections.com](mailto:Kcunningham@standbyinspections.com)

Client(s) Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Inspection Date: \_\_\_\_\_ Email: \_\_\_\_\_

**PRE-INSPECTION AGREEMENT**

Stand By Home Inspections, PLLC agrees to provide inspection services in accordance with this Pre-Inspection Agreement (the "Agreement") and render opinions for the purpose of informing the client(s) listed above (individually or collectively the "Client") of major deficiencies in the condition of the above-referenced property (the "Property"). In consideration for the inspection services, the Client agrees to pay the inspection fee provided on page 3 of this Agreement prior to completion of the inspection and presentation of the Property Inspection Report. Additional fees may be charged for re-inspections.

**What We Inspect:** The Company will (a) inspect the Property in accordance with the Standards of Practice §§ 535.227– 535.233 (Aug. 18, 2008) issued by the Texas Real Estate Commission ("TREC") and (b) provide the Client with a completed Property Inspection Report on the form promulgated by the TREC following the conclusion of the inspection. The Standards of Practice are incorporated into this Agreement as if set forth fully herein. **They may be viewed online at [www.trec.state.tx.us](http://www.trec.state.tx.us) and will be provided to the Client upon request.** To the extent there is any conflict in the Standards of Practice, the Company will use its reasonable best judgment in interpreting same, but in no event will it be responsible for failing to follow the contradicting standard, if any.

The inspection shall include a non-exhaustive evaluation of structural, electrical, heating, ventilation, air conditioning, and plumbing systems, as well as the Property's appliances. While some building code-related items may be identified as "Deficient" in the Property Inspection Form for the purpose of identifying potentially hazardous conditions (See Texas Real Estate Consumer Notice Concerning Hazards or Deficiencies, TREC Form No. OP-1) or to provide further clarification for the Client, the Client understands and agrees that the Company is not obligated and specifically does not undertake the responsibility of performing a code compliance inspection, including reporting non-compliance with any building practices, electrical, mechanical, or plumbing codes.

The Company will perform a property inspection of those items that are visible, audible, and accessible. The inspection will be a non-destructive and practical evaluation of the major components of the Property as detailed in the Property Inspection Report and as are apparent on the date of the inspection.

**What We Do Not Inspect:** The following specific limitations apply but should not be considered as a totally exhaustive list (See the TREC Standards of Practice for additional limitations). Unless expressly stated otherwise, we do not inspect or report on:

- (a) soil analysis or adequacy of design;
  - (b) aesthetic items such as wall or trim paint, wall paper or texture, floor coverings, window treatments, and the like;
  - (c) items where access is limited or prevented by furniture, personal belongings, or similar obstructions;
  - (d) life expectancies, limited remaining life expectancies, and any costs involved to bring such item in to compliance with current standards;
  - (e) non-vented gas appliances, drafting of chimneys, non-visible components;
  - (f) gas lines, underground plumbing, cleaning cycles of self-clean ovens;
  - (g) termites or other wood destroying organisms, unless noted in separate report, rodents, and/or diseases;
  - (h) the interior of HVAC equipment and ducts;
  - (i) air conditioning when the exterior temperature has not been above 60 degrees F.;
  - (j) cracks or movement in walks, driveways, and patios;
  - (k) sub-surface water/springs, caves, fault lines;
  - (l) items listed with the EPA;
  - (m) items listed with the Consumer Product Safety Commission that may have been recalled, design issues, and is included in the written report;
  - (o) location of the Property in a flood plain or flood area; and
  - (p) any and all environmental issues, including: mold, mildew, fungi, radon gas, lead based paint, gases, and other air born contaminations.
- The Company does not determine the operational capacity, quality, or suitability for a particular use on items inspected. This Inspection does not cover any latent defects not reasonably observable during the inspection process; including, but not limited to, recent repairs, paint conditions, water damage, or coverings that may conceal current or prior defects (whether deliberate or otherwise). The inspection intends to reduce but will not eliminate risk; therefore, the standard inspection does not identify all defects or problems (visible or concealed). The Client agrees that such non-reporting does not constitute any actionable representation or omission and specifically waives any and all claims at law or in equity, in connection with any such reporting. This report will not include, and should not be read or interpreted, as to the insurability of any item or items inspected. Any photos used in the reports are used only a representative overview and are not all inclusive.

Optional systems such as lawn and garden sprinklers, swimming pools, spas, hot tubs (including related equipment), outbuildings, outdoor cooking equipment, gas supply systems, water wells, sewage disposal (septic) systems, whole-house vacuum systems, and other built-in appliances not specifically listed in the "Optional Systems" section of the Property Inspection Report shall not be inspected unless the Client pays the associated fee.

The Company's inspector will not enter into or climb upon unsafe or inaccessible areas that may potentially endanger the inspector or damage the property, in his or her reasonable judgment.

The Company is not providing architectural or engineering services and the Client is encouraged to retain the services of a licensed architect or engineer if such services are required.

**Disclaimer of Warranties:** The inspection and Property Inspection Report is not an all-encompassing warranty, guarantee (express or implied), insurance policy, or substitute for real estate transfer disclosures, including a Seller's Disclosure Statement, or other legally required disclosures. The Client understands and agrees that the Property Inspection Report constitutes the Company's advice, judgment, and opinion with respect to the condition of the Property as outlined in the report. We do not insure the future performance of any part of this inspection. The Company shall not be held responsible or liable for any repairs or replacements with regard to the property, systems, components, or the contents therein. If the Client intends to rely on the Property Inspection Report, the Client agrees that if a comment is made concerning the condition of any item, the Client will contact specialists to further investigate, and to provide written estimates on the needed costs of repairs/replacement prior to closing on the purchase of the Property. **THE COMPANY HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES TO THE FULLEST EXTENT ALLOWED BY LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**Moisture and/or Indoor Air Quality (IAQ):** The Company is not responsible for the discovery or reporting on the presence and/or absence of mold or mildew. Testing services are beyond the scope of this inspection. If comments are made concerning (past and/or present) moisture intrusion, plumbing leaks, roof leaks, and/or any type of moisture damage; the Client has the right to contact a specialist for further investigations and/or testing services.

**Distribution of this Report:** The written report is the possession of the Company and the Client, and both agree to allow the distribution solely to persons involved only with this transaction; including, but not limited to, real estate professionals, attorneys, attorneys-in-fact, and the Title Company or bank authorized by the Client.

**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.

**Third Party Service Provider ("TPSP"):** The Company may have an affiliation with TPSPs in order to offer value-added services to its Clients. The Company is hereby granted express permission to arrange for these TPSPs, including Broadview Security to send literature or make post-inspection contact with the Client.

### LIMITATION OF LIABILITY

Client understands that, unless expressly agreed otherwise in writing, this is not a technically exhaustive inspection. A technically exhaustive inspection is available at a much higher cost and involves the hiring of specialists in each area of the inspection process. These inspections take approximately 1-2 weeks to schedule and do not carry any limits of liability as noted in this Agreement.

Client understands that the inspection fee paid to the Company is nominal given the risk of liability associated with performing inspections if such liability could not be limited. Accordingly, by initialing below, Client agrees that the Company is not performing a technically exhaustive inspection and that the maximum liability incurred by the Company for any and all claims relating to errors or omissions in the inspection **SHALL NOT BE LIMITED TO A REFUND OF THE TOTAL FEE PAID FOR THE INSPECTION.** This limitation applies to any and all damages sought by Client, including actual, consequential, exemplary, special or incidental damages, attorney's fees, costs, and expenses. This limitation of liability is binding upon the Client's heirs, successors, assigns, and any other party claiming rights under this Agreement, including those claiming by, through, or under Client.

**\*\*Client(s) Initial(s) as Acknowledgment:** \_\_\_\_\_

**Claim Notice Procedure:** The Client understands and agrees that any claim(s) or complaint(s) arising out of or related to any alleged act(s) or omission(s) of the Company or its employees, in connection with the services provided, shall be reported to the Company in writing and in reasonable detail within ten (10) business days of discovery. Unless there is an emergency condition, the Client agrees to allow the Company a reasonable period of time to investigate the claim(s) or complaint(s) by, and among other things, a re-inspection of the condition(s) or item(s), before the Client or anyone acting on behalf of the Client, repairs, replaces, alters, or modifies the system(s) or component(s) that are the subject matter of the claim or complaint. The Client

understands and agrees that the failure to timely notify the Company and/or associated parties, and allow adequate time to investigate the conditions prior to any repairs or alterations as stated above, shall constitute a complete waiver and relinquishing of any and all claims that the Client (complainant) may have against the Company, as relating to the alleged act(s) or omission(s), unless otherwise prohibited by law.

The Client agrees that if a dispute or claim arises from this Agreement, the inspection, or the Property Inspection Report, the parties will attempt to settle their disputes through direct communications and good faith negotiations before resorting to arbitration. These negotiations may include, but do not necessarily require, a formal mediated settlement conference. If mediation occurs, the Client and the Company shall share equally in the costs.

The Client agrees that no claim, demand, or action, whether sounding in contract or in tort, may be brought to recover damages against the Company **more than one year after the date of the inspection.**

**Arbitration of Disputes:** In the event a complaint is not successfully resolved following the Claim Notice Procedure, the Client agrees that any dispute, controversy, demand, or claim of the Client arising out of or relating to this Agreement, the inspection provided, or the Property Inspection Report shall be settled by mandatory binding arbitration in accordance with the Texas General Arbitration Act ("TGAA"). The Client expressly waives trial by jury. The provisions of the Federal Arbitration Act and the application of federal law are hereby waived. The Client and the Company shall mutually agree on the selection of one (1) certified arbitrator having specialized knowledge of the home inspection and/or construction industry with at least five (5) years of professional arbitration experience. If no agreement can be reached, the arbitrator shall be selected in accordance with the TGAA by a court of competent jurisdiction. Any arbitration proceeding shall be held in Bexar County, Texas. The Client and the Company shall share equally in the costs of the arbitrator, subject to the arbitrator's right to award such costs as provided below.

**Fees and Costs Borne by the Client:** In the event the Client files a lawsuit and/or initiates an arbitration proceeding against the Company, the Client agrees to pay all of the legal fees, costs of expert witnesses, court and/or arbitration costs and expenses, costs of depositions (or copies of depositions), and all other such expenses incurred by the Company, if the Client is not the prevailing party in the dispute. If the Client does not purchase the Property, and the sellers and/or other parties' initiate legal action against the Company, the Client agrees to testify in court and/or by deposition on the Company's behalf.

**Choice of Law:** This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of Texas.

**Entire Agreement:** This Agreement represents the entire agreement between the Client and the Company. No oral agreements, understandings, or representations shall change, modify, or amend any part of this Agreement. No changes or modifications to this Agreement shall be enforceable unless they are in writing and signed by the party to be charged.

**Acceptance:** This Agreement is solely between the Company and the Client for whom the inspection was performed. Acceptance of the Property Inspection Report constitutes acceptance of the terms of this Agreement. The findings on the report are the sole property of the Client and may not be used by any other person or persons without the written consent of the Client. If the Client is not present during the inspection process, and/or fails to sign and return a copy of the last page of this Agreement, acceptance of the Property Inspection Report constitutes implied acceptance of this Agreement.

**Conflicts:** The Client understands that there are conflicts and contradictions within the state requirements and the inspector will use his best professional judgment to interrupt those standards and requirements.

SERVICES PROVIDED		
Check Box	Service(s)	Fee
	Standard Inspection Fee	
	Pier & Beam Foundation	
	Lawn and Garden Sprinklers	
	Pool/Spa	
	Out-building(s)	
	WDI Inspection	
	Re-Inspection	
	Other	
	<b>Total Amount Due</b>	

**Payment:** Payment of the above sums is due upon completion of the onsite inspection. In the event of any default in payment, unpaid sums shall bear interest at the lesser of the highest legal rate or 1.5% per month. All returned checks are subject to a \$39 returned check fee.

The Client has read and understands the content, terms, and conditions of this Agreement, including, but not limited to, the limitations of liability, complaint procedures, arbitration clause, and limitation periods. The Client has the right to have this Agreement reviewed by an attorney of his/her choice prior to signing and the right to choose another company if the terms and conditions of this Agreement are unsatisfactory.

Client Name (print): \_\_\_\_\_

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Client Name (print): \_\_\_\_\_

Client Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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Inspector Signature: \_\_\_\_\_

Inspector Name: \_\_\_\_\_

License Number: \_\_\_\_\_

Date: \_\_\_\_\_