

## Important Agreements & Limitations

**SCOPE OF INSPECTION:** This report was written in accordance with the Standards of Practice 535.227-535.233 of the Texas Real Estate Commission (TREC) by which we are regulated.

The inspection is limited to those items which can be seen, easily accessed and/or operated by the Inspector at the time of the inspection as specified in the TREC Standards of Practice. The Inspector will not disassemble items at the property. Inspector will not remove or damage walls, floors, wall coverings, floor coverings, or other obstructions. For example, furniture, rugs, paintings, or other furnishings will not be moved.

House Inspection Services LLC (HIS) is a general real estate inspection company. This Inspection Report covers only the items listed in the report, and is based only on the present condition of those items at the time of inspection. Systems and conditions which are not specifically addressed in the Inspection Report are excluded. There is no responsibility expressed or implied for latent defects, future performance of any items or for defects not reasonably observable at the time of inspection. ***Client acknowledges that the Inspection Report may not identify all defects or problems. In addition, when an item is noted as deficient, not functioning, or further evaluation is by a specialist is recommended, the client agrees to contact a qualified specialist to make further evaluation of the item. Client acknowledges that the Inspector performs a general inspection, and is not a specialist in any item or system inspected. The inspection report will contain the opinion of the Inspector.***

We do not inspect for building codes, soil analysis, and adequacy of design, capacity, efficiency, size, value, flood plain location, pollution, or habitability. The inspection and report do not address, and are not intended to address the possible presence or danger from potentially harmful substances and environmental hazards, including but not limited to lead, urea formaldehyde, toxins, carcinogens, mold, mildew, asbestos, flammable substances, radon, and contaminants in soil, water, or air.

Presence or absence of wood-destroying organisms is beyond the scope of the inspection. Wood-destroying organisms include, but are not limited to: termites, carpenter ants, other wood-destroying insects, as well as fungus and/or molds. The client agrees to obtain a separate Wood Destroying Insect Report prior to closing.

The Inspection Report is not a warranty or guarantee of the items in your home. If you would like a warranty or guarantee, you must obtain it from a warranty company. This report is prohibited from being used for Home Warranty or Insurance Underwriting purposes.

**LIMITATION OF LIABILITY:** Client acknowledges that the Inspection Fee paid to HIS is nominal given the risk of liability associated with performance home inspections, should liability not be limited. Client acknowledges that without the ability to limit liability, HIS would be forced to charge significantly more than the Inspection Fee for the Inspector's services. ***By signing this agreement, the Client agrees to liability being limited to the amount of the Inspection Fee paid by the Client.***

This limitation applies to anyone damaged or expenses of any kind incurred due to Errors or Omissions in the inspection and report. This liability limitation is binding on the Client, 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.

**DISPUTE RESOLUTION:** In the event a dispute arises regarding an inspection that has been performed under this agreement, the Client agrees to notify HIS within ten (10) days of the date of the Client discovers the basis for the dispute. Client also agrees to allow HIS to re-inspect the claimed discrepancy, with the exception of emergency conditions, before Client or Client's agent's, employees, or independent contractor's repair, replaces, alters or modifies the claimed discrepancy. Client understands and agrees that any failure to notify HIS as stated above shall constitute a waiver of any and all claims Client may have against House Inspection Services.

***In the event a dispute cannot be resolved by the Client and the Inspector, the parties agree that any dispute or controversy shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (AAA) pursuant to Chapter 171 of the Texas Civil Practice & Remedies Code and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA..***

**DEFENSE COSTS:** In the event the client files suit against HIS, the client agrees to pay all the company's legal fees, costs or expert witnesses, court costs, costs of depositions and all other such expenses incurred by House Inspection Services if the client fails to prevail in the lawsuit.

**EXCLUSIVITY:** The report is prepared exclusively for the Client named, and is not transferable to anyone in any form. Client gives permission to HIS to deliver report to Real Estate Agents, and to discuss report findings with Real Estate Agents and/or repair persons for sake of clarification.

By my signature below, or the acceptance of the report, I acknowledge that I have read these "Agreements and Limitations", that I understand the terms and conditions, and that I agree to be bound by them.

### THIS REPORT IS OUR INVOICE

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