

KOALATY Property Inspections PLLC

Property Inspection Agreement

469-767-0399 – TREC#23651

9451 Mattie Ln Waxahachie, TX 75167

scott@koalatyinspections.com

<https://koalatyinspections.com>



Date:

Client:

Property Address:

Fee Amount: Date and Time of Inspection:

Koalaty Property Inspections PLLC, herein after known as the Inspector agrees to conduct an inspection for the purpose of informing the Client of major deficiencies in the condition of the property listed above. The written report is the property of the Inspector. The Inspector grants the Client permission to use this report for whatever purposes he/she sees fit. The Client grants the Inspector the right to use this report for whatever purposes he sees fit. No other person is authorized to use, refer to, or depend upon this report without the express consent of either the Inspector or the Client. Any person authorized to use this report by either the Inspector or the Client, for whatever reason, is bound by the terms of this agreement.

1. The Inspector will perform a limited, non-invasive, visual inspection of the subject premises in accordance with the Standards of Practice of the Texas Real Estate Commission ("TREC"), a copy of which may be found at:

[http://texreg.sos.state.tx.us/public/readtac\\$ext.ViewTAC?tac_view=5&ti=22&pt=23&ch=535&sch=R&rl=Y](http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=5&ti=22&pt=23&ch=535&sch=R&rl=Y) <http://www.statutes.legis.state.tx.us/Docs/OC/htm/OC.1102.htm>

2. Dispute Resolution; Binding Arbitration: Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be submitted for final and binding arbitration under the Rules and procedures of the American Arbitration Association. CLIENT agrees to pay all required filing fees. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any court of competent jurisdiction. CLIENT INITIALS:

3. Attorneys Fees Clause: In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

4. No Rule of Construction: The parties acknowledge that each of them has had ample opportunity for their own counsel to participate in negotiating and drafting this Agreement. Therefore, no rule of

construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party.

5. Notice and Waiver Clause: Any claim arising out of or related to any act or omission of the Inspector in connection with the inspection of the property shall be made in writing and reported to the Inspector within fourteen (14) business days of discovery and to allow Inspector a reasonable opportunity to reinspect the issue giving rise to the claim before - 2 - undertaking any repairs. Client agrees that a failure to comply with the terms of this paragraph shall constitute a waiver of such claim.

6. Binding on Others Clause: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective spouses, heirs and successors.

7. Integration Clause: This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof, and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties and shall be construed and enforced in accordance with the laws of the State of Texas.

8. Waiver of Statute of Limitations: Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be commenced within one year of the date of the inspection, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute.

9. Severability Clause: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

10. Limitation of Inspection and Liability: The inspection is offered for a limited, fixed fee and is performed within a limited amount of time during one (1) site visit. The Inspector's liability, therefore, is limited, specifically by the following terms and conditions. Limitation of Inspection: This report is neither an expressed nor implied warranty and/or guarantee as to future life and/or performance of the items inspected. Since the inspection procedure is visual only and is not intended or designed to be diagnostically and/or technically exhaustive, an inherent risk remains that undiscovered problems exist and/or future problems will develop. For these reasons, it is not intended to be, nor should it be implied, that the inspection process could or is intended to identify and/or discover all defects of whatever nature. Client agrees not to rely on the report as the basis for the establishment of property values, for the purchase of the building or for obtaining any type of financial arrangements. Client acknowledges that the Inspector is not an insurer and it is not the intent and/or purpose of this inspection procedure to provide Client with a risk-free purchase or usage of the structure. The purpose of this inspection is to identify (if possible) those items covered by the TREC Standards of Practice which appear in need of immediate repair and which lend themselves to discovery by a visual process; therefore, there are no expressed or implied warranties that all problems and/or existing defects of any and all nature have been discovered and noted in the report. CLIENT INITIALS:

11. Maximum Liability: This is a preliminary visual inspection, and as such, it is not possible to eliminate all risks involved in the purchase and/or ownership of the subject property. Client agrees, to the fullest extent provided by law, that our liability for all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the Inspector, Jarrod "Scott" Metcalfe, Koalaty Property Inspections PLLC (or his employees or assignees) to the Client shall not exceed amount of the fee paid for the inspection and report. This limitation shall apply regardless of the cause of action or the legal theory pled or asserted specifically including, but not limited to, negligence. **CLIENT INITIALS:**

12. The inspection service is conducted at the property. The physical on-site inspection of the property is a very valuable time of exchange of information between the Inspector and the Client. Any particular concern of the Client must be brought to the attention of the Inspector before the inspection begins. The written report will not substitute for Client's personal presence during the inspection. It is virtually impossible to fully profile any building with any reporting system. Unless Client attends and participates in the inspection process itself, the Client will have no chance of gaining all of the information that is offered. All written comments by the Inspector shall supersede oral comments.

13. This inspection report is valid for the date and time of the inspection only. Re-inspection charges will apply for any additional trips to the property.

14. Each party signing this Agreement warrants and represents that he/she has the full capacity and authority to execute this Agreement on behalf of the named party. If this Agreement is executed on behalf of the Client by a third party, the person executing the Agreement expressly represents to the Inspector that he/she has the full and complete authority to execute this Agreement on Client's behalf and to fully and completely bind Client to all of the terms, conditions, limitations, exceptions and exclusions of this Agreement.

15. Client agrees that if he/she is not in receipt of the written inspection report on this property within 24 hours of the date and time of the inspection, he/she will contact the Inspector via phone at 469-767-0399, and e-mail scott@koalatyinspections.com to inform him that this document has not been received.

16. Delivery of Report: Every effort is made to deliver inspection reports on the same day as the inspection. Client agrees that the written report may not be delivered via email within 2 days after the day of the inspection due to unforeseen email delivery difficulties, time/day of inspection, location of client, increased report writing due to property condition, incapacitation of the Inspector, etc. Printed (hard) copies are available for an additional charge at the rate of \$1.00 per page, plus handling and postage. **CLIENT INITIALS:**

17. CANCELLATION POLICY. Inspection appointments are firm appointments. Cancellations for any reason must be made 24 hours prior to the scheduled time. All cancellations with less than 24 hours' notice incur a \$150 rescheduling fee. No exceptions. It is solely your responsibility to insure that you, your builder and/or seller are prepared for the inspection at the scheduled time. Client agrees to pay the rescheduling fee if cancelling the appointment less than 24 hours in advance of the date and time indicated on this agreement. **CLIENT INITIALS:**

18. WAIVER OF SUBROGATION: Client agrees to preclude the home buyer's insurance company from recovering damages against Koalaty Property Inspections PLLC insurance company even if the insurer pays the home buyer for a claim submitted under a policy of insurance for damage to the house which should have been detected by Koalaty Property Inspections PLLC. Waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

CLIENT INITIALS:

19. Acknowledgment: The undersigned have reviewed this document, understand its content and agree to the terms and conditions contained herein, specifically including the clause titled arbitration of disputes and the section titled limitation of inspection and liability and agree to pay charges presented to the client at the time of the inspection, and prior to delivery of the written report, in the amount indicated at the top of page one of this Agreement. NOTE: A copy of this Property Inspection Agreement is always available for download and viewing at the Inspector's website located at <https://img1.wsimg.com/blobby/go/a9b76ca7-1519-43ec-bb6d-d1e970fc541c/downloads/Inspection%20Agreement.pdf?ver=1620928642136>

CLIENT:

DATE: