

# PRE-INSPECTION AGREEMENT

Almana Home Inspections - Today's Date: 01/01/2019

**Client Name:** Joe Doe 210-123-4567  
**Realtor Name:** Joe Doe 210-123-4567

**Subject Property:** 1234 Main St Somewhere TX 12345  
**Company:** Joe Doe Realty San Antonio TX

**IMPORTANT:** *(This agreement limits our liability and is intended to be a legally binding contract, please read it carefully)*  
Herein called Client, request a home inspection of the subject property to be conducted by Alfredo Yanez, a licensed professional real estate inspector with Almana Home Inspections. TREC License # 22230

## Scope of Services

In exchange for the inspection fee paid by client, the inspector agrees to provide the client with an inspection report setting out the inspector's professional opinions concerning the condition of the subject property further described in the report. The inspection will be performed in the accordance with the Texas Standards of Practice (**Texas SOP**) promulgated by the Texas Real Estate Commission. Inspector will attempt to identify major defects and problems with the property. However, client acknowledges that the inspection report may not identify all deficiencies, defects, or problems.

**The inspector agrees:** to inspect items, parts, systems, components and conditions which are present and visible at the time of the inspection, but the inspector is not required to determine or estimate the remaining life expectancy or future performance of any inspected item, part, system, or component. The inspector shall operate mechanical and electrical equipment, systems, and appliances during the inspection in normal modes and operating range at the time of the inspection, report which of the parts, components, and systems present in the property have or have not been inspected; report as deficient inspected parts, components, and systems that are not functioning or that the standards of practice required the inspector to report as deficient; and address all of the parts, components, and systems contained in the standards of practice in the property been inspected.

**The inspection is limited to those items that can be seen, easily accessed and/or operate by the inspector at the time of the inspection as set out in the inspection report.** Inspector will not remove walls, floors, wall coverings, floor coverings and other obstructions to inspect concealed items. Roof covering materials; Inspector is not required to use ladders capable of reaching surfaces over one story above ground surfaces, two story homes, may not be inspected from the surface of the roof. Systems and conditions which are not specifically addressed in the inspection report are excluded.

**The major systems which will be inspected include:** Foundation; grading and drainage. Interior doors, wall, ceiling and floors. Exterior walls and doors, windows and door glazing. Fireplace and chimney. Roof, roof structure and attic. Porches, balconies and decks. Built-in appliances. Heating, cooling and vent systems. Plumbing supply and drains\*, water heating system, and electrical system. The inspector may indicate one of the following opinions regarding an item; the item is performing its intended function at the time of the inspection. The item needs replacement or service for repair or further evaluation by a technician or expert is recommended.

*\*(Only visible drain lines in the home are inspected, if you would like a sewer line inspection for clog and/or root intrusion, a licensed plumber will be required to video scope inspection. Inspector is not required to inspect; sub-surface drainage systems)*

## Inspection Report

The inspection report provided by the inspector will contain the inspector's professional, good faith opinions concerning the need for repair or replacement of certain observable items. All statements in the report are the inspector's opinions and should not be construed as statements of fact or factual representation concerning the property. Unless specially stated, the report will not include and should not be read to indicate opinions as to environmental conditions, presence of toxic or hazardous waste or substances, mold, lead-based paint, presence of termites or other wood-destroying organisms, or compliance with code, ordinances statues or restrictions or the insurability, efficiency, quality, durability, future life or future performance of any item inspected.

**The inspection report is not** a substitute for disclosures by sellers and real estate agents. Said disclosure statement should be carefully read for any material facts that may influence or affect the desirability and/or market value of the property. As noted above, the inspection report may state that further evaluation of certain items is needed by an expert in the field of such item inspected. By signing this agreement, client acknowledges that qualified experts may be needed to further evaluate such items as structural systems, foundations, grading, drainage, roofing, plumbing, electrical systems, HVAC, appliances, smoke detection systems, and other observable items as noted in the report.

## Disclaimer of warranties

The inspector makes no guaranty, expressed or implied as to any of the following: that all defects have been found, or that the inspector will pay for repair of undisclosed defects, that any of the items inspected are designed or constructed in a good and workmanlike manner, that any of the items inspected will continue to perform in the future as they are performing at the time of the inspection, and that any of the items inspected are merchantable or fit for any purpose.

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**Limitation of liability:** by signing this agreement, client acknowledges that the inspection fee paid to the inspector is nominal given the risk of liability associated with performing home inspections if liability could not be limited. Client acknowledges that without the ability to limit liability, the inspector would be forced to charge client much more than the inspection fee for the inspector's services. Client acknowledges being given the opportunity to have this agreement reviewed by counsel of his or her own choosing and further acknowledges the opportunity of hiring a different inspector to perform the inspection. By signing this agreement, client agrees to liability being limited to the amount of the inspection fee paid by the client.

**Dispute resolution.** In the event a dispute arises regarding an inspection that has been performed under this agreement, the client agrees to notify the inspector in writing within (7) seven days of the date the client discovers the basis for the dispute so as to give the inspector a reasonable opportunity to re-inspect the property. Client agrees to allow re-inspection before any corrective action is taken. Client agrees not to disturb or repair or have repaired anything which might constitute evidence relating to a complaint against the inspector. Client further agrees that the inspector can either conduct the re-inspection himself or can employ others (at inspector's expense) to re-inspect the property or both. 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. The arbitration panel must include at least one license professional inspector.

**Attorney's fees:** the inspector and the client agree that in the event any dispute or controversy arises because of this agreement, and the services provider hereunder, the prevailing party in that dispute shall be entitled to recover all the prevailing party's reasonable and necessary attorney's fees and costs incurred by that party.

**Exclusivity:** the inspection report is to be prepared exclusively for the client named in this agreement and is not transferable to anyone in any form. Client gives permission for the inspector to discuss report findings with real estate agents, specialists, or repair persons for the sake of clarification. **Note:** By signing this agreement client agrees for the inspector to release a copy of the inspections to her/his real estate agent, if client does not want the report to be shared, DO NOT sign this agreement.

**Cancellation:** Client may terminate this agreement at any time for any reason by giving at least three (5) hours notice before the scheduled time for inspection by calling the inspector. If the agreement is canceled by Client as provided herein, the inspector (Almana Home Inspections) will not charge any fee and client will not pay any money for canceling the agreement. If client does not cancel within the specified time, client is obligated to pay the full inspection fee.

By my signature below I acknowledge that I have read this agreement and that I understand the terms and conditions and that I agree to be bound by these terms and conditions. I have read, understand and agreed to all the above terms and conditions

Signature:

**Inspection Date:** 03/20/2019    **Inspection Time:** 09:00 am - 12:00 pm

**Inspection Fee:** \$350.00    **Discount:** \$50.00    **Total:** \$300.00

Inspection fee payment method, (cash, check, or credit card) NOTE: No moneyorder accepted.

Payment can be made at the time of inspection. Over the phone payment is for Credit/Debit Card payments only.

Inspection Fee will be collected before the release of the report.

For Pier & Beam Foundations; If crawl space does not have an access point or the access point, is not the required opening size, the crawl space won't be inspected.

Buyer/Client, does not have to be present at the time of inspection, however, it is recommended for the buyer to be present if specific questions or concerns about the home need to be addressed.

Thank you for allowing us to serve you.



Inspector name: Alfredo Yanez TREC #22230  
Hablo Español 210-705-9314  
www.homeinspectionalmana.com

Almana Home Inspections   
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