



**PROPERTY INSPECTION AGREEMENT**

This agreement made this date \_\_\_\_\_ by and between the INSPECTOR and CLIENT. The INSPECTOR agrees to conduct a visual inspection and provide a written report for the purpose of informing the CLIENT of major deficiencies pertaining to the property located at:

INSPECTED ADDRESS

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The following systems and/or components of the property will be inspected WITHIN the minimal requirements mandated by: **TEXAS REAL ESTATE COMMISSION (TREC) "Standards of Practice".**

FOUNDATION – STRUCTURAL – ELECTRICAL – MECHANICAL  
 HVAC – PLUMBING – ROOFING -- AND RELATED COMPONENTS

Systems and/or components **NOT INCLUDED** in the final report **HAVE NOT** been inspected by the INSPECTOR. No opinion concerning the condition of these systems and/or components have been made, and should not be implied as such.

THE INSPECTION AND REPORT DO NOT ADDRESS AND ARE NOT INTENDED TO ADDRESS CODE AND REGULATION COMPLIANCE, THE POSSIBLE PRESENCE OF OR DANGER FROM ASBESTOS, RADON GAS, LEAD PAINT, UREA FORMALDEHYDE, SOIL CONTAMINATION AND OTHER INDOOR AND OUTDOOR SUBSTANCES. THE CLIENT IS URGED TO CONTACT A COMPETENT SPECIALIST IF INFORMATION, IDENTIFICATION, OR TESTING OF THE ABOVE IS DESIRED.

This inspection **WILL NOT** and cannot alert the INSPECTOR or the CLIENT to the condition of the systems and/or components which are concealed, not readily accessible, or would require cleaning, alteration, excavation, or destructive testing. The CLIENT understands that the INSPECTOR WILL NOT: dig, probe, dismantle equipment, or remove permanent material or items which such could damage. Nor will the INSPECTOR enter unsafe or inaccessible areas to perform the inspection if the INSPECTOR deems the condition to be unsafe. Other limitations encountered during the inspection may be noted in the written report.

The purpose of this inspection is to identify and disclose visually observable major deficiencies of the inspected systems and items at the time of the inspection only. This inspection is not intended to be technically exhaustive nor is it considered to be a GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE CONDITIONS OF THE PROPERTY, ITEMS AND SYSTEMS INSPECTED AND IT SHOULD BE RELIED ON AS SUCH. The INSPECTOR shall **NOT** be held responsible or liable for any repairs, replacements or financial obligation with regard to this property, systems, components, injury as a result of noted or not noted deficiencies in the final written "Property Inspection Report" or the contents therein. Company is neither a guarantor nor insurer.

In the event a dispute arises regarding this inspection, the CLIENT agrees to notify the INSPECTOR **within (10) business days** of the date of the discovery of any undisclosed system and/or component, so as to give a reasonable opportunity to reinspect the property. CLIENT further agrees that the INSPECTOR can either conduct the reinspecton itself or can employ others (at its expense) to reinspect the property, or both. In the event the CLIENT files suit against the INSPECTOR, the CLIENT agrees to pay all the company's legal fees, costs of expert witnesses, court costs, costs of depositions and all other such expenses incurred by the INSPECTOR if the CLIENT fails to prevail in the lawsuit.

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 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.

ANY USE OR REFERENCES TO THE FINDINGS NOTED IN THE FINAL WRITTEN PROPERTY INSPECTION REPORT BIND YOU THE CLIENT TO THE TERMS STATED WITHIN T HIS PROPERTY INSPECTION AGREEMENT.

NOTICE: THE WRITTEN REPORT IS THE PROPERTY OF THE INSPECTOR AND THE CLIENT AND SHALL NOT BE USED BY OR TRANSFERRED TO ANY OTHER PERSON OR COMPANY WITHOUT BOTH THE INSPECTOR'S AND THE CLIENT'S WRITTEN CONSENT

CLIENT gives permission to distribute a copy of the written report to the following:  REALTOR       SELLER       TITLE COMPANY

CLIENT agrees to pay the inspection fee of \$ \_\_\_\_\_.<sup>00</sup> with one of the provided methods:

CASH (at or before time of inspection)

PAYMENT BY CHECK # \_\_\_\_\_ (at or before time of inspection)

PAYMENT BY TITLE COMPANY

*(OUT OF FUNDS HELD IN ESCROW DURING CLOSING) CLIENT IS OBLIGATED TO PAYMENT IF HOUSE DEAL FALLS THROUGH OR TITLE COMPANY FAILS TO PAY AT CLOSING.*

**CLOSING DATE:**

**TITLE COMPANY:**

**THE UNDERSIGNED HAVE READ AND ACCEPTED THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO PAY ALL CHARGES SPECIFIED. THIS AGREEMENT IS ALSO YOUR INVOICE.**

**PROFESSIONAL INSPECTOR  
 JEREMY RUPPRECHT #7393**

**CLIENT:**