



www.inspectmyhome.us

TREC # 6213

# THIS-THOMAS HOME INSPECTION SERVICES INSPECTION AGREEMENT



(210) 273-2307

**Clients:**

**Address to be inspected:**

**THIS SERVICE AGREEMENT LIMITS THE LIABILITY OF THOMAS HOME INSPECTION SERVICES -PLEASE READ IT CAREFULLY**

**FEES:** You agree to pay the fee stated at the bottom of page 3 of this agreement for the performance of the Service(s). The amount shall be paid in full upon completion of today's report. Should you fail to timely pay the agreed upon fee(s), you shall be responsible for paying any and all fees associated with collection, including but not limited to administration costs, attorney fees, and cost of litigation. If the inspector is unable to perform the inspection and is requested to return to the property due to the utilities being off or if the property is inaccessible, there will be an additional fee of \$125 added to the total fee during the return trip. Re-inspections are \$125 (limit 5 items) and payment is due at the time of the re-inspection. There will also be a \$25 fee for any returned checks.

**SCOPE OF THE INSPECTION:** This property inspection report may include an inspection agreement (contract), addenda, and other information related to property conditions. If any item or comment is unclear, you should ask the inspector to clarify the findings. It is important that you carefully read ALL of this information. This information is subject to the rules ("Rules") of the Texas Real Estate Commission ("TREC"), which can be found at [www.trec.state.tx.us](http://www.trec.state.tx.us). The TREC Standards of Practice (Sections 535.227-535.231 of the Rules) are the minimum standards for inspections by TREC-licensed inspectors. An inspection addresses only those components and conditions that are present, visible, and accessible at the time of inspection. While there may be other parts, components or systems present, only those items specifically noted as being inspected were inspected. The inspector is not required to move furnishings or stored items. The inspection report may address issues that are code-based or may refer to a particular code: however, this is NOT a code compliance inspection and does NOT verify compliance with manufacturer's installation instructions. Although some safety issues may be addressed in this report, this inspection is NOT a safety/code inspection, and the inspector is NOT required to identify all potential hazards. In this report, the inspector will note which systems and components were Inspected (I), Not Inspected (NI), Not Present (NP), and/or Deficient (D). General deficiencies include inoperability, material distress, water penetration, damage, deterioration, missing parts, and unsuitable installation. Comments may be provided by the inspector whether or not an item is deemed deficient. The inspector is not required to prioritize or emphasize the importance of one deficiency over another. Some items reported as Deficient may be considered life-safety upgrades to the property. For more information, refer to Texas Real Estate Consumer Notice Concerning Recognized Hazards, form OP-I. This property inspection is not an exhaustive inspection of the structure, systems, or components. The inspection may not reveal all deficiencies. A real estate inspection helps to reduce some of the risk involved in purchasing a home, but it cannot eliminate these risks, nor can the inspection anticipate future events or changes in performance due to changes in use or occupancy. It is recommended that you obtain as much information as is available about this property, including any seller's disclosures, previous inspection reports, engineering reports, building/remodeling permits, and reports performed for or by relocation companies, municipal inspection departments, lenders, insurers, and appraisers.

You should also attempt to determine whether repairs, renovation, remodeling, additions, or other such activities have taken place at this property. It is not the inspector's responsibility to confirm that information obtained from these sources is complete or accurate or that this inspection is consistent with the opinions expressed in previous or future reports. Items identified in the report do not obligate any party to make repairs or take other action, nor is the purchaser required to request that the seller take any action. When a deficiency is reported, it is the client's responsibility to obtain further evaluations and/or cost estimates from qualified service professional. Any such follow-up should take place prior to the expiration of any time limitations such as option periods. Evaluations by qualified tradesmen may lead to the discovery of additional deficiencies which may involve additional repairs costs. Failure to address deficiencies or comments noted in this report may lead to further damage of the structure or systems and add to the original repair costs. The inspector is not required to provide follow-up services to verify that proper repairs have been made. Property conditions change with time and use. For example, mechanical devices can fail at any time, plumbing gaskets and seals may crack if the appliance or plumbing fixture is not used often, roof leaks can occur at any time regardless of the apparent condition of the roof, and the performance of the structure and the systems may change due to changes in use or occupancy, effects of weather, etc. These changes or repairs made to the structure after the inspection may render information contained herein obsolete or invalid. This report is provided for the specific benefit of the client named above and is based on observations at the time of the inspection. If you did not hire the inspector yourself, reliance on this report may provide incomplete or outdated information. Repairs, professional opinions or additional inspection reports may affect the meaning of the information in this report. It is recommended that you hire a licensed inspector to perform an inspection to meet your specific needs and to provide you with current information concerning this property

**EXCLUSIONS:** A system or component is not readily accessible if the inspection requires moving personal property, dismantling, destructive measures, or any action that will, in the opinion of the inspector, likely involve risk to persons or property. Anything not observable because it is concealed or inaccessible due to obstructions including (but not limited to) floor coverings, suspended ceilings, insulation, furniture, blinds or window coverings, personal property, soil, vegetation, water, ice or snow cannot be inspected. **THIS** is not required to move or disturb such items in order to diminish or eliminate the obstruction. **THIS** is not required to determine the life expectancy of any system or component, the causes of any condition or deficiency, methods of corrections, suitability of the property for a specialized use, market value, advisability of purchase of the property, the presence of pests such as wood destroying insects, rodents, rot/decay, fungus, including mold and mildew, or items not permanently installed. **THIS** is not responsible for any damages that may arise from or related to mold, mildew or wood destroying insects. Inspection of crawl spaces under pier & beam or manufactured homes may be limited due to skirting, debris, pests, or insufficient clearance.

It is also beyond the scope of this inspection to determine if any system or component is, has, been, or will be part of any product, component or system recall in the future. **THIS** is not required to determine non-compliance with manufacture's specifications or building code compliance. Water/moisture leaks, seepage and drainage problems are often only visible during or after a certain amount of rain. It is thus impossible to observe water/moisture leaks, seepage and drainage problems unless the Inspection is conducted during or immediately after a rain sufficient to reveal such problems. **THIS** will not be responsible for identifying or determining if the house or the property inspected is in a flood plain or flood area! **THIS** will not be responsible for faulty or leaking temperature pressure relief valves after testing water heaters! **THIS** will not be responsible for damage to garage doors or garage door openers during or after testing! **THIS** will not disclose the inspection results or client information without prior approval from the client, except for observed immediate safety hazards to occupants exposed to such hazards! **THIS** is not required to do the following: predict future conditions including (but not limited to) failure of components, operate any system or component that is shut down or otherwise inoperable, light pilot lights, determine the presence of hazardous substances, enter hazardous areas, or perform repairs. Optional systems will be inspected for an additional fee. These items include pools and spas, fences, sheds, unattached garages, wells, and exterior irrigation systems. Water softeners, refrigerators, home alarm systems, intercom systems, low voltage lighting, through the wall units and window air conditioning systems, cable systems, and telephones are also not inspected. **THIS** is not required to inspect cosmetic items such as paint, stains, wallpaper, carpet, cabinets, countertops or other finishes on walls, ceilings or floors and any type of window blinds, window dressings or draperies. Holes in walls, ceiling and floors or obvious damage to such will not be inspected or reported unless they affect structural performance or water penetration. Weather conditions such as rain, humidity and extreme temperatures can cause window seals to fail in a short period of time. **THIS** will not be responsible for failed window seals or failed window lift supports after the inspection.

**DISPUTE RESOLUTION AND REMEDY LIMITATION:** You understand and agree that any claims(s) or complaints arising out or related to any alleged act or omission of **THIS** in connection with the Services shall be reported to **THIS**, in writing within (10) ten business days of discovery. Unless there is an emergency condition, you agree to allow **THIS** a reasonable period of time to investigate the claim(s) or complaint(s) by among other things, re-inspection before you, or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. You understand and agree that any failure to timely notify **THIS** and allow adequate time to investigate the claim(s) or complaint(s) shall constitute a complete bar and waiver of any and all claims you have against **THIS**. The Services and Report are intended and prepared for the client(s) sole, confidential and exclusive benefit and use. If the client(s) directly or indirectly allow or request the Report or any portion thereof to be disclosed to anyone else, the client(s) will hold **THIS** harmless. Any legal action arising from this Agreement or from the Services and Report must be commenced within one (1) year from the date of the Services. Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights or claims based thereon. This time limitation period may be shorter than provided by state law. In the event the client files suit against **THIS** or its inspector, the client agrees to pay all of the company's legal fees, costs of expert witnesses, court costs, cost of depositions, and all other such expenses incurred by **THIS** if the client fails to prevail in the lawsuit.

**THIS reserves the right to modify the Report for a period of time not to exceed (48) hours after the Report has been first delivered to you!**

**THE INSPECTION AGREEMENT AND REPORT DO NOT CONSTITUTE A WARRANTY, AN INSURANCE POLICY, OR GUARANTEE OF ANY KIND! THE INSPECTION WILL NOT INVOLVE ANY DESTRUCTIVE TESTING OR DISMANTLING!**

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 in each area of the inspection process. These inspections take approximately 1-2 weeks to schedule and do not carry any limits as noted in this Agreement. The client also understands that the inspector does not and will not perform any repairs related to the property listed on this report, as this is considered a conflict of interest.

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 BE LIMITED TO A REFUND NOT TO EXCEED THE TOTAL FEE 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.

**By signing below you acknowledge that you have read, and understand and agree to the terms and conditions of this agreement, including the limitation liability, limitation period and agree to pay the fee(s).**

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

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

**Richard Lynn Thomas**

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

**# 6213**

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

\_\_\_\_\_  
Date

**REAL ESTATE RECOVERY FUND:** The TREC collects fees and maintains the money in a fund used to pay judgments obtained against persons who were licensed as professional Company's at the time the transaction occurred. All inquiries concerning the availability of payment from this fund should be made to the TREC or Texas Real Estate Commission, P.O. Box 12188, Austin, Texas 78711-2188; (512) 459-6544 (in Austin); 1-800-250-TREC (8732) (outside of Austin only).

**CHOICE OF LAW:** This agreement shall be construed, governed, and enforced in accordance with the laws of the State of Texas.

**ARBITRATION:** Any dispute concerning the interpretation of this Agreement or arising from the Services and Report (unless based on payment of fee) shall be resolved by binding, non-appealable arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall mutually agree upon an Arbitrator who is familiar with the home inspection industry.

**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 to send literature or make post-inspection contact with the Client.

**LIMITATION OF LIABILITY:** The limitation applies to anyone damaged or expenses of any kind incurred during the inspection report. This liability limitation is binding on client, client's spouse, heirs, principals, assigns, sellers and all others who may otherwise claim through client. Client assumes the risk of all losses greater than the fee paid for the inspection. Client agrees to accept a refund not to exceed the fee listed on this agreement for any and all errors and/or omissions occurred during the inspection. This Agreement supersedes any and all representations or discussions, whether oral or written.

***SERVICES PROVIDED:***

<i>General Home Inspection</i>	\$
<i>Re-Inspection</i>	\$
<i>Well Inspection- Includes water analysis</i>	\$
<i>Pool</i>	\$
<i>Spa</i>	\$
<i>Irrigation System</i>	\$
<i>Detached Garage</i>	\$
<i>Sheds</i>	\$
<i>Total Fee</i>	\$

**THIS**  
THOMAS HOME  
INSPECTION SERVICES  
P.O. Box 849  
Converse, TX 78109



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