



**THOMAS HOME
INSPECTION SERVICES
INSPECTION AGREEMENT**



Clients: _____

Address to be inspected: _____

THIS SERVICE AGREEMENT LIMITS THE LIABILITY OF THIS PLEASE READ IT CAREFULLY

FEES: You agree to pay the fees stated at on page 2 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 a full inspection and is requested to return to the property due to one or more of the utilities being off or if the property is inaccessible, there will be an additional fee of \$200 on the return trip. Additional fees may be added for distance traveled. There will also be a \$25 (cash only) fee added to the original fee for any returned (NSF) 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. (Chapter 35 General Provisions Subchapter R. Real Estate Inspectors 535.227-535.233) Standards of Practice 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 turn on utilities, light pilots, operate valves or replace caps or lids on clean-outs. **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. The inspector is **NOT** an expert in any one field or trade. The inspector recommends that licensed companies inspect all areas of the inspection report and give the client a second opinion. These areas include but are not limited to structural systems, electrical systems, heating, ventilation and air conditioning systems, plumbing systems, appliances and optional systems. 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 manufacturer'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! Hail damage may not be visible at the time of inspection and may take heavy rains to expose such hail. **THIS** will not be responsible for hail damage before, during or after the inspection. **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 or chemicals which includes determining the presence of defective drywall also known as Chinese Drywall or spray foam insulation, enter hazardous areas, or perform repairs.

Optional systems are not required by to be inspected. These items include pools and spas, sheds, unattached garages, wells, and exterior irrigation systems. Water softeners, refrigerators, washers & dryers, concrete flatwork such as driveways or sidewalks, home alarm systems, solar panels, intercom systems, low voltage lighting, cable systems, satellite dishes 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. CSST or corrugated stainless steel tubing is sometimes used as supply lines for gas appliances such as ovens, fireplaces, water heaters and furnaces. CSST requires proper bonding of at least # 6 AWG conductors or larger. Sometimes these bonding conductors and clamps are not visible or accessible to the inspector. The mere presence of **corrugated stainless steel tubing** (CSST) is not, in itself, required to be reported as a deficiency, nor are inspectors required to notify the client of the litigation history or the risks associated with CSST. The local code enforcement agency may also not require or enforce this code concerning bonding of CSST gas lines now or when the house was constructed. Therefore, the inspector recommends that a licensed electrician examine the entire electrical distribution systems including but not limited to, the distribution panels, main feeders, branch circuits, proper bonding including but not limited to CSST gas lines and all attached devices and give the client a second opinion. Stucco is a very popular exterior wall coating in Texas and requires proper drainage to allow moisture to drain form behind the wall coating. The preferred method is to install a weep screed at the bottom of the stucco. This weep screed must be installed a minimum of 4 inches above soil or grade and 2 inches above paved surfaces. The inspector is not an expert or have experience in the installation techniques for stucco and sometimes this weep screed is not visible to the inspector, therefore it is recommended that the client contact a licensed and experienced stucco contractor for further analysis and repairs.

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 (30) days 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!



**THOMAS HOME
INSPECTION SERVICES**

Richard L. Thomas
P.O. Box 849
Converse, TX 78109
(210) 273-2307
TREC Lic # 6213

LIMITATION OF LIABILITY: 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. The inspector does receive a fee from ADT for any referrals that lead to an installation, pending approval of the client. The client understands that the inspection fee paid to the Company by the client is nominal given the risk of liability associated with performing inspections if such liability could not be limited. The client agrees 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, incidental or accidental 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.

Client's Initial's on agreement of **LIMITATION OF LIABILITY**

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 L. Thomas-TREC License # 6213

Inspector Name & License

Date

SERVICES PROVIDED:

<i>General Home Inspection</i>	\$ _____
<i>Coupon</i>	\$ _____
<i>Pool or Spa</i>	\$ _____
<i>Private Water Well</i>	\$ _____
<i>Irrigation System</i>	\$ _____
<i>Detached Garage</i>	\$ _____
<i>Multi Family Dwelling</i>	\$ _____
<i>Total Fee Paid in Full</i>	\$ _____