

PRE-INSPECTION AGREEMENT
PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING

This Pre-Inspection Agreement (herein after known as the Agreement) is entered into on this day, 00/00/000 between xxxxxxxx (herein known as the Client) and BullsEye Home Inspections (herein known as the Inspector) for the purpose of performing a general property condition inspection concerning xxxxxxxxxxxxxxxxxxxxxxxxx (herein known as the property).

I. SCOPE OF SERVICES

- A. A real estate inspection is a non-technically exhaustive, limited visual survey and basic performance evaluation of the systems and components of a building using normal controls and does not require the use of specialized equipment or procedures. The purpose of the inspection is to provide the Client with information regarding the general condition of the Property at the time of inspection.
- B. In exchange for the inspection fee paid by the Client, the Inspector agrees to provide the Client with an Inspection Report setting out the Inspector's professional opinions concerning the condition of the Property further described in the report. The inspection will be performed in accordance with the Standards of Practice 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 defects or problems.
- C. The inspection is limited to those items which are easily accessible, seen, viewed or capable of being approached, entered and/or operated by the Inspector at the time of the inspection as set out in the Inspection Report. The Inspector will not climb over obstacles, move furnishings or large, heavy, or fragile objects, remove walls, floors, wall coverings, floor coverings and other obstructions in order to inspect concealed items. The inspector will not turn on decommissioned equipment, systems or utility services. Systems, components and conditions which are not specifically addressed in the Inspection Report are excluded.
- D. The Inspection Report may indicate one of the following opinions of the Inspector regarding a particular item:
 - 1. The item is performing its intended function, achieving an operation, function or configuration relative to accepted industry standard practices with consideration of age and normal wear and tear from ordinary use at the time of the inspection;
 - 2. The item is in need of replacement, maintenance or repair; or
 - 3. Further evaluation by an expert is recommended.

II. INSPECTION REPORT

- A. 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 representations concerning the Property. **By signing this Agreement, the Client understands that the services provided by the Inspector fall within the Professional Services Exemption of the Texas Deceptive Trade Practices Act ("DTPA") and agrees that no cause of action exists under the DTPA related to the services provided.**
- B. **Unless specifically stated, the report WILL NOT INCLUDE and should not be read to indicate OPINIONS AS TO:**
 - 1. the presence, absence, or risk of environmental conditions such as asbestos, lead-based paint, **MOLD**, mildew, corrosive or contaminated drywall "Chinese Drywall" or any other environmental hazard, environmental pathogen, carcinogen, toxin, mycotoxin, pollutant, fungal presence or activity, poison, presence of toxic or hazardous waste or substances;
 - 2. presence or absence of pests, termites, or other wood-destroying insects or organisms;
 - 3. **COMPLIANCE WITH compliance with any ordinances, statutes or restrictions, CODE, listing, testing or protocol authority, utility sources, property association guidelines or requirements, manufacturer or regulatory requirements;**
 - 4. insurability, efficiency warrantability, suitability, adequacy, compatibility, capacity, durability, quality reliability, marketability, operating costs, recalls, counterfeit products, product lawsuits, age, energy efficiency; or
 - 5. anticipate future life or future events or changes in performance of any item inspected.
- C. The Inspection Report is not a substitute for disclosures by sellers and real estate agents. Said disclosure statements should be carefully investigated for any material facts that may influence or effect the desirability and/or market value of the Property.
- D. As noted above, the Inspection Report may state that further evaluation of certain items is needed by an expert in the field of the 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, sprinkler systems pool system and components, fire/smoke detection systems, septic systems and other observable items as noted in the report. Any such follow-up should take place prior to the expiration of any time limitations such as option or warranty periods.

III. DISCLAIMER OF WARRANTIES

The inspector makes no guarantee or warranty, express or implied, as to any of the following:

1. That all defects have been found or that the Inspector will pay for repair of undisclosed defects;
2. That any of the items inspected are designed or constructed in a good and workmanlike manner;
3. That any of the items inspected will continue to perform in the future as they are performing at time of the inspection; and
4. That any of the items inspected are merchantable or fit for any particular purpose.

IV. 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 of: \$0.00 home inspection

Initials: _____

V. 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 within ten (10) days of the date the Client discovers the basis for the dispute so as to give the Inspector a reasonable opportunity to reinspect the property. Client agrees to allow reinspection 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 reinspection himself or can employ others (at Inspector's expense) to reinspect 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 administered by the American Arbitration Association ("AAA") pursuant to Chapter 171 of the Texas Civil Practice & Remedies Code and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA.

VI. ATTORNEY'S FEES

The Inspector and the Client agree that in the event any dispute or controversy arises as a result of this Agreement, and the services provided hereunder, the prevailing party in that dispute shall be entitled to recover all of the prevailing party's reasonable and necessary attorneys' fees and costs incurred by that party.

VII. EXCLUSIVITY

The Inspection Report is to be prepared exclusively for the Client 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. A copy of the Inspection Report may be released to the buyers Real Estate Agent.

Client signature: _____ **Date:** _____

BullsEye Home Inspections

PO Box 1794, Grapevine, TX 76099

Inspector: John Scott Walling

TREC 7873

