

Inspection Agreement and Limitations

BullsEye Home Inspections

J. Scott Walling, Professional Real Estate Inspector TREC License#7873

P.O. Box 1794 Grapevine, Texas 76099

Office (817) 424-5445 Fax (817) 424-5225

Email: beyeinspect@comcast.net

Customer Name: _____

The above parties agree to the following in consideration for the fee received below. BULLSEYE HOME INSPECTIONS (BHI) shall provide a licensed real estate inspector to perform a "Real Estate Inspection" on the property located at:

Address: _____

The inspection is a limited visual inspection of the readily accessible items agreed to be inspected. The inspection will be performed in compliance with the rules of the Texas State Real Estate Commission (TREC) Standards of Practice as currently promulgated and published by (TREC). These are the agreed standards of practice for this inspection. Code compliance inspections of existing structures are specifically excluded from the inspection.

Customer agrees that items not included in the inspection report are specifically excluded from the inspection and should be inspected by persons qualified and knowledgeable in those areas. Bullseye DOES NOT inspect security systems. Brinks Home Security will provide a free inspection, for which we are paid a processing fee. Brinks Home Security will contact you at a later date at the numbers you have provided with a special offer.

The inspection is performed for the exclusive use of the Customer and is subject to the terms and conditions of this document and specific terms and conditions noted in the inspection report, which may include additional clarification of definitions, limitations and exclusions.

No warranties or guarantees expressed or implied, or fitness of merchantability is included as part of the inspection or the report. The inspection report will contain the opinion of the inspector on the need for repair or replacement of the items inspected. The inspection or the report will not include opinions as to the adequacy, efficiency, quality, durability or future life and performance of any item inspected. These opinions are specifically excluded from the inspection and the report.

It is agreed that opinions expressed by the Inspector are only opinions and shall not constitute a basis for any claim of negligence or breach of contract. For the purpose of the inspection, the report and this agreement, negligence and breach of contract is defined as failure to inspect items agreed to be inspected by both parties. No other interpretation shall apply. BullsEye Home Inspections Agreement Page 1 of 2 Initials _____ Initials _____

BULLSEYE HOME INSPECTIONS MAKES NO GUARANTEE OR WARRANTY AS TO ANY OF THE FOLLOWING:

1. That all defects have been found or that (BHI) will pay for repair of undisclosed defects.
2. That any of the items inspected are designed or constructed in good and workman like manner.
3. That any of the items inspected will continue to perform in the future as they are performing at the time of the inspection.

The Customer agrees and understands that the maximum liability incurred by BULLSEYE HOME INSPECTIONS for errors and omissions in the inspection, if any to the customer shall be limited to the amount of the fee paid for the inspection. The customer agrees to pay all legal expenses and reasonable compensation for loss of time that may be incurred by BULLSEYE HOME INSPECTIONS as a result of any legal action by the Customer where the Customer does not prevail.

Customer agrees to notify BULLSEYE HOME INSPECTIONS by telephone and in writing of any item in question within thirty (30) days of the date of the inspection and must thereafter allow access to the property to evaluate these items before any corrective action is taken. Customer agrees and understands that any repairs or corrective action taken without consultation with BULLSEYE HOME INSPECTIONS relieves BULLSEYE HOME INSPECTIONS of any and all liability.

ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR THE BREACH THERE OF SHALL BE SUBMITTED TO FINAL AND BINDING ARBITRATION UNDER THE EXPEDITED ARBITRATION RULES OF THE NATIONAL ACADEMY OF CONCILIATORS. THE DECISION OF THE ARBITRATOR APPOINTED THERE UNDER SHALL BE FINAL AND BINDING, AND JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

I the undersigned have reviewed this document, understand its contents and agree to the terms and conditions contained herein. In the absence of the Customer to sign this agreement prior to or at the time of the inspection, scheduling of the inspection, acceptance of the report, and/or payment for the inspection is an acknowledgement, acceptance and agreement by Customer to the terms of this agreement, and acknowledgement that the inspection includes only those items mentioned and specified in the inspection report.

Fee: (payable at time of the inspection) _____ is for a visual inspection of the readily accessible areas of the structure.

Customer's signature _____ Date: 00/00/0000 Time: _____

Inspector: _____ Date: 00/00/0000 Time: _____

