

# EYE SPY HOME INSPECTION AGREEMENT

This INSPECTION AGREEMENT (hereinafter "Agreement")

is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between

EYE SPY Home Inspector \_\_\_\_\_ (hereinafter "Inspector") whose TREC

License Number is \_\_\_\_\_ and \_\_\_\_\_ (hereinafter "Client").

The Property to be inspected is (hereinafter "Property"):

\_\_\_\_\_, \_\_\_\_\_, Texas \_\_\_\_\_

Date of Inspection: \_\_\_\_/\_\_\_\_/\_\_\_\_ Time: \_\_\_\_\_ AM / PM

Inspection Fee: \$ \_\_\_\_\_

Paid: Y \_\_\_ N \_\_\_ Cash \_\_\_ Check \_\_\_ Credit Card \_\_\_ Closing \_\_\_

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING**

## I. Scope of Services

A. In exchange for the Inspection Fee paid by 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.**

B. The inspection is limited to those items which can be seen, easily accessed and/or operated by the Inspector at the time of the inspection as set out in the Inspection Report. Inspector will not remove walls, floors, wall coverings, floor coverings and other obstructions in order to inspect concealed items. Systems and conditions which are not specifically addressed in the Inspection Report are excluded.

C. The Inspector may indicate one of the following opinions of the Inspector regarding a particular item:

- The item is performing its intended function at the time of the inspection;
- The item is in need of repair; or
- 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.** Unless specifically stated, the report will not include and should not be read to indicate opinions as to the environmental conditions, presence of toxic or hazardous waste or substances, presence of termites or other wood-destroying organisms, or compliance with codes, ordinances, statutes or restrictions or the insurability, efficiency, quality, durability, future life or future performance of any item inspected.

B. The Inspection Report is not a substitute for disclosures by sellers and real estate agents. Said disclosure statements should be carefully read for any material facts that may influence or effect the desirability and/or market value of the Property.

C. 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, carbon, fire/smoke detection systems, septic systems and other observable items as noted in the report.

**III. Disclaimer of Warranties**

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

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

By signing this Agreement,

**Client agrees to liability being limited to the amount of the Inspection Fee paid by the Client.**

**INITIALED BY CLIENT:** \_\_\_\_\_

**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 re-inspection 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 named 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 selling Representative.

**BY MY SIGNATURE BELOW, ACKNOWLEDGES THAT I HAVE READ THIS CONTRACT AND THE ATTACHED DOCUMENTS, IF ANY; THAT I UNDERSTAND THE TERMS AND CONDITIONS AND THAT I AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF CLIENT IS MARRIED, CLIENT REPRESENTS THAT THIS OBLIGATION IS A FAMILY OBLIGATION INCURRED IN THE INTEREST OF THE FAMILY.**

**CLIENT:** \_\_\_\_\_ **DATE:** \_\_\_/\_\_\_/\_\_\_

**EAST TEXAS INSPECTOR:** \_\_\_\_\_ **TREC #** \_\_\_\_\_ **DATE:** \_\_\_/\_\_\_/\_\_\_

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