

Real Estate Inspection Contract

Client(s):

The above parties agree to the following on consideration for the fee received below, Rogers Holdings, Inc. d/b/a A+ Home Inspections (will be referred to as Company herein) shall provide a licensed real estate inspector to perform a "Real Estate Inspection" on the property located at the following address:

The Client(s) agrees to pay the inspection fee indicated below at the time of the inspection or before delivery of the report.

Purpose:

The purpose of the inspection to be performed under this contract is solely an attempt to identify major defects on the items listed in the inspection report based on visual observations at the time of the inspection.

Scope:

The inspection to be performed is limited only to those reasonably accessible items or parts of items that can be observed or operated by the inspector at the time of the inspection. The intent is to minimize the risk but makes no guarantee as to eliminating risk; therefore, the inspection to be performed may not identify all defects or problems. The Client(s) agrees that the scope of the inspection to be performed is defined and limited according to the laws of Texas: Texas Civil Statutes, Article 6573a, #23, TAC Section 535.227 (Standards of Practice). A copy of the Standard of Practice is available upon request.

Report:

The inspection report provided by the Company will contain the good faith opinion of the inspector concerning the observable need, if any, on the day of the inspection, for the repair, replacement, or further evaluation by experts on the items inspected. 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 substance, whether or not the property lies within a flood plane or flood prone area, whether or not property lies within close proximity of a geological fault, presence of termite 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. The Client(s) agree to read this contract, the inspection report and any other documents provided to the Client(s) by either the company, its inspector or any other person involved in the real estate transaction and to contact the Company with any questions about the inspection report before closing on the purchase of the inspected property.

Disclaimer of Warranties:

The Company makes no guarantee or warranty as to any of the following:

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

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Maximum Liability:

Client(s) agree and understand that the maximum liability incurred by the Company for errors and omissions in the inspection, including any liability, of any inspector, Owner, or Employee of the Company, if any, to the Client(s) shall be limited to the amount of the fee paid for the inspection.

Dispute Resolution:

In the event a dispute arises regarding the inspection that has been performed under this contract, Client(s) discovers the basis for the dispute so as to give the Company a reasonable opportunity to re-inspect the property. Client(s) further agree that the Company can either conduct the re-inspection itself or can employ others (at its expense) to re-inspect the property, or both. In the event the Client(s) and the Company cannot resolve a dispute, the parties agree to submit the dispute to mediation through a mutually agreeable mediator or arbitrator. The Standard Committee of the Texas Association of Real Estate Inspectors, 1601 Rio Grande, Austin, Texas 78701, will mediate or arbitrate the dispute should Client(s) so desire.

Defense Costs:

In the event the Client(s) refuses to abide by the decision of a mutually agreeable mediator or arbitrator, or for any other reason, files suit against the Company or its inspector, the Client(s) agrees to pay all of the Company's or its Inspector's legal fees, costs of expert witnesses, court costs, costs of depositions (or copies of depositions) and all other expenses incurred by the Company if the Client(s) fails to prevail in the lawsuit.

Exclusivity:

The report is prepared exclusively for the Client(s) named and is not transferable to anyone in any form. Client(s) gives permission for Company to discuss report findings with real estate agents, specialists or repair professionals for the sake of clarification.

Acknowledgement:

I, the undersigned, have reviewed this document, understand its contents and agree to the terms and conditions contained herein. In the absence of the Client(s) 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 Client(s) to the terms of specified in the inspection report.

Fees:

The fees are payable at the time of the inspection. A visual inspection of the readily accessible areas of the structure is being performed for \$.00. The inspection is limited to what is visible at the time of the inspection.

Client(s) _____ Date: _____
(If this is a joint purchase, signee represents actual authority to sign for all parties.)

Client(s) _____ Date: _____

Inspector: _____ Date: _____
David J. Rogers T.R.E.C. License # 5048