

***SUPERIOR* Real Estate Inspection Services**

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INSPECTION AGREEMENT

Client: _____

Client (named above) requests a visual inspection of the subject property to be conducted by a license real estate inspector with ***SUPERIOR*** Real Estate Inspection Services. The real estate inspector and the company and their agents, employees, and owners are jointly referred to hereinafter as the "INSPECTOR". The above parties agree to the following on consideration for the fee received below. The INSPECTOR shall perform a "Real Estate Inspection" on the property located at:

Property Address: _____

The inspection is a limited visual inspection of the readily accessible items agreed to be inspected. The inspection is performed in compliance with the rules of the Texas 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.

Client 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.

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. Those opinions are specifically excluded from the inspection and the report.

It is agreed that the 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.

THE INSPECTOR MAKES NO GUARANTEE OR WARRANTY 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 good and workmanlike 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 client agrees and understands that the maximum liability incurred by the INSPECTOR for errors and omissions in the inspection, if any the client shall be limited to the amount of the fee paid for the inspection. The client agrees to pay all legal expenses and reasonable compensation for loss time that may be incurred by the INSPECTOR as a result of any legal action by the client where the client does not prevail.

Client agrees to notify the INSPECTOR by telephone and in writing of any item in question within (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. Client agrees and understands that any repairs or corrective action taken without consultation with the INSPECTOR relieves the INSPECTOR 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 CONCILATORS. 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 Client 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 to the terms of this agreement, and acknowledges that the inspection includes only those items mentioned and specified in the inspection report.

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

Customer's Signature: _____ Date: _____

Derrick A. Walls TREC License # 8276