

Agreements and Limitations

This is an agreement between you, the undersigned client, and us, Bristol View Inspections, pertaining to our inspection of the property at:

The terms below govern this agreement.

- 1) The fee for this inspection is \$ _____, payable in full before or at the time of the inspection.
- 2) This report was written in accordance with the **Standards of Practice 535.227-535.232** of the *Texas Real Estate Commission* by which we are regulated. These standards are available on the T.R.E.C website www.trec.texas.gov
- 3) **Scope of Inspection:** This is a visual inspection only. We inspect only what we see. We do not disassemble anything. We do not inspect for any environmental issues such as lead paint, asbestos, mold, etc. No intrusive, moisture, and/or Indoor Air Quality (IAQ) tests are performed as they are beyond the scope of the inspection. We do not inspect for building codes, soil analysis, and adequacy of design, capacity, efficiency size, value, flood plain location, pollution or habitability. Please remember that older houses do not meet the same standards as newer houses, even though items in both might be performing the function for which they are intended. We do not hold ourselves to be the items listed in the report, which are reasonably observable, and are based only on the present condition of those items. For example, we do not move furniture, rugs, paintings, or other furnishings. There is no responsibility expressed or implied for latent defects, or for defects not reasonably observable at the time of the inspection, or for defects that would require the removal of major or permanent coverings for observation. No representation is made concerning any condition other than the operability of any item. No representation is made as to the future performance of any item. When an item is noted as deficient, not functioning or in need of repair, replacement or further evaluation by a specialist, the Purchaser agrees to contact a qualified specialist to make further evaluations of the item before you purchase the home.
- 4) **Limitation of Liability:** 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 DPTA related to the services provided. Additionally, the 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.
- 5) **Dispute Resolution:** In the event a dispute arises regarding this inspection that has been performed under this agreement, the Client agrees to notify Bristol View Inspections within ten (10) days of the date the Client discovers the basis of the dispute so as to give a reasonable opportunity to re-inspect 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 re-inspection himself or can employ others (at Inspector's expense) to re-inspect the property. In the event a dispute cannot be resolved by the Client and Bristol View Inspections, 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.
- 6) **Defense Costs:** In the event the purchaser files suit against Bristol View Inspections or its inspector, the purchaser agrees to pay all the company's legal fees, costs of expert witnesses, court costs, costs of depositions and all other such expenses incurred by Bristol View Inspections if the purchaser fails to prevail in the lawsuit.
- 7) **Exclusivity:** The report is prepared exclusively for the Client(s) named and is not transferrable to anyone in any form Client may give inspector permission to share report findings with real estate agents, repairpersons or specialists.

By my signature below or the acceptance of the report, I acknowledge that I have read these "Agreements and Limitations", that I understand the terms and conditions, and that I agree to be bound by them.

Inspector/TREC License #Chris Moseley / Lic# 23529

Buyer: _____

Inspection Date: _____

- Client Not Present
- Emailed Report to Client on _____
- Called Client/Reviewed Report on _____
- Emailed Report to Realtor on _____