

Pre-Inspection Agreement

CLIENT:
ADDRESS:
CITY, STATE, ZIP:

Apex Home Inspection, herein after known as the Inspector agrees to conduct an inspection for the purpose of informing the client of major deficiencies in the condition of the property at _____ . THE WRITTEN REPORT IS THE PROPERTY OF THE **INSPECTOR** AND THE CLIENT AND SHALL NOT BE USED BY OR TRANSFERRED TO ANY OTHER PERSON OR COMPANY WITHOUT BOTH THE INSPECTOR'S AND THE CLIENTS WRITTEN CONSENT.

- 1) This inspection of the subject property shall be performed by the Inspector for the Client in accordance with the Standards of Practice of the Texas Real Estate Commission (TREC).
- 2) The purpose of this inspection is to identify and disclose visually observable major deficiencies of the inspected systems and items at the time of the inspection only. Detached buildings are not included.
- 3) This inspection is not intended to be technically exhaustive nor is it considered to be a GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE CONDITIONS OF THE PROPERTY, ITEMS AND SYSTEMS INSPECTED AND IT SHOULD NOT BE RELIED ON AS SUCH. The Inspector shall not be held responsible or liable for any repairs or replacements with regard to this property, systems, components, or the contents therein. Company is neither a guarantor or insurer.
- 4) THE INSPECTION AND REPORT DO NOT ADDRESS AND ARE NOT INTENDED TO ADDRESS CODE AND REGULATION COMPLIANCE, THE POSSIBLE PRESENCE OF OR DANGER FROM ASBESTOS, RADON GAS, LEAD PAINT, UREA FORMALDEHYDE, SOIL CONTAMINATION, BIOAEROSOLS & FUNGI, AND OTHER INDOOR AND OUTDOOR SUBSTANCES. THE CLIENT IS URGED TO CONTACT A COMPETENT SPECIALIST IF INFORMATION, IDENTIFICATION, OR TESTING OF THE ABOVE IS DESIRED.
- 5) Any dispute, controversy, interpretation, or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Inspection Disputes of Construction Arbitration Services, Inc.. 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.
- 6) The inspection service is conducted at the property. The physical on-site inspection of the property is a very valuable time of exchange of information between the Inspector and the Client. Any particular concern of the Client must be brought to the attention of the Inspector before the inspection begins. The written report will not substitute for Client's personal presence during the inspection. It is virtually impossible to fully profile any building with any reporting system. Unless Client attends and participates in the inspection process itself, the Client will have no chance of gaining all of the information that is offered.

The undersigned have read, understood and accepted the terms and conditions of this agreement and agree to pay the charges specified below:

Client agrees to pay a base fee of \$ plus any additional fees not included in the base fee and any applicable taxes at or before the time of inspection.

Apex Home Inspection:

CLIENT:

By: Chris Nowling / Lic. #2123

Report is not valid without signature