

Apex Inspections

Inspection Agreement

Date _____ **CONTRACT - READ BEFORE SIGNING - SUBJECT TO ARBITRATION**

THIS AGREEMENT is made and entered into by and between Apex Inspections, referred to as "Inspector", and _____, referred to as "Client". 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 THE INSPECTOR'S WRITTEN CONSENT.

1) I, client am aware that this is a LIMITED VISUAL property condition inspection (and wood destroying insect inspection if ordered) only of ACCESSIBLE AREAS and is a SUBJECTIVE report of the condition of the property ONLY AS OF THE DAY AND TIME OF INSPECTION. No representation of future performance of items, systems, components is made. Verbal representations do not constitute a warranty of any kind, will not be binding, nor relied upon by the Client. COSMETIC DEFECTS ARE NOT NOTED. It is agreed that Inspector has no duty to point out potential problems with inspected items, not inspect for quality of workmanship, or normal wear and tear. Only items on report are inspected.

2) The inspector has not inspected items/areas which are concealed or require disassembly, nor has any comment been made regarding latent defects or conditions. No engineering, scientific or environmental tests were performed. Design deficiencies are not within the scope of this inspection. An HVAC load study was not performed. Inspector is not responsible for hidden damage and/or defects. INSPECTOR WILL NOT FIND EVERYTHING WRONG WITH THIS PROPERTY – if client does not accept this risk he/she agrees to call in specialists. THE INSPECTION AND REPORT DO NOT ADDRESS AND ARE NOT INTENDED TO ADDRESS CODE AND REGULATION COMPLIANCE, INDOOR AIR QUALITY, THE POSSIBLE PRESENCE OF OR DANGER FROM ASBESTOS, RADON GAS, LEAD PAINT, UREA FORMALDEHYDE, FUNGI, MOLDS, MILDEW AND/OR MICROBIOLOGICAL GROWTH, SOIL CONTAMINATION AND ANY OTHER INDOOR OR OUTDOOR SUBSTANCES OR ENVIRONMENTAL CONCERNS. THE CLIENT IS URGED TO CONTACT A COMPETENT SPECIALIST IF INFORMATION, IDENTIFICATION, OR TESTING OF THE ABOVE IS DESIRED.

3) The inspectors are not experts with respect to the items/systems inspected. Where a comment is made, we recommend and client agrees to contact a qualified specialist to access extent of defect/deficiency before going to close. This report does not guarantee dwelling adheres to any code or regulation compliance. 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 injuries to client or other parties during or as a result of the inspection. Inspector is neither a guarantor or insurer.

4) Client agrees to BINDING arbitration at their expense with the Better Business Bureau or other impartial third party to settle any disputes with Inspector. Client agrees to pay for inspection whether transaction closes or not. A \$25 billing fee will be added to all charges not collected at inspection. CLIENT AND/OR THEIR AGENT HAS BEEN REQUESTED AND IS EXPECTED TO BE PRESENT AT THE TIME OF THIS INSPECTION.

5) If client institutes any legal action concerning this inspection, and fails to prevail on all causes of action alleged, client agrees to be liable to Inspector for all of its attorney's fees, court costs, etc. incurred in such action. It is agreed that if any portion of this contract is deemed to be unenforceable or invalid, the balance of the contract shall not be affected and shall be read as if the questionable part never existed. The inspectors liability is limited to the price of this inspection.

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 the client's personal presence during the inspection. It is virtually impossible to fully profile any building with any reporting system. By accepting or using this report for any purpose, client expressly agrees to the terms of this contract. In the event of a claim by the client that an item, system or component which was inspected by the Inspector was not in the condition reported by the Inspector, client agrees to allow Inspector one week in which to make re-inspections before making any repairs/replacements to such item, system or component. Client agrees to call Inspector BEFORE closing on the property with any questions regarding the inspection. Client agrees to verify proper completion of repairs BEFORE going to close or having proper repair estimates made prior to closing. Notice: Texas sales contracts stipulate that only trained and qualified personnel are allowed to make repairs pursuant to this inspection.

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

Apex Inspections:

Client:
_____ Date _____

(Report not valid without signature)

Paid _____