

**Pre-Inspection Agreement
Texas Home\$pection, Inc.**

The address of this property is: _____

Fee for this home inspection is _____ due upon completion of the on-site inspection.

This AGREEMENT made this the date on _____ by and between you (Hereinafter Client), and us (Hereinafter "INSPECTOR"), pertaining to our inspection at the above-mentioned property.

The terms below govern this Agreement.

1. INSPECTOR will perform a visual inspection of the home/building and provide CLIENT with a written report identifying the defects that INSPECTOR both observed and deemed material. The report is only supplementary to the seller's disclosure.

2. Unless otherwise noted in this Agreement or not possible, INSPECTOR will perform the inspection in accordance with the current Standards of Practice (SOP) in accordance with sec. 535.222 – 535.233 by the Texas Real Estate Commission (TREC). CLIENT understand that TREC is not a party to this Agreement, and does not employ or supervise INSPECTOR. CLIENT understand that SOP contains limitations, exceptions, and exclusions. Unless otherwise indicated in writing, INSPECTOR will not test for mold. Unless otherwise indicated in writing, INSPECTOR will not test for the presence of radon, a harmful gas. Unless otherwise indicated in writing, INSPECTOR will not test for compliance with applicable building codes or for the presence of or for any potential dangers arising from the presence of asbestos, lead paint, formaldehyde, soil contamination, or other environmental hazards or violations.

3. The inspection and report are for the use of CLIENT only, who gives INSPECTOR permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. CLIENT will be the sole owner of the report and all rights to it. INSPECTOR is not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release INSPECTOR (including employees and business entities) from any liability. Any third party who rely on it in any way also agree to all provisions in this agreement. INSPECTOR'S inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law.

4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases CLIENT acknowledges that the liability of INSPECTOR is limited to liquidated damages in an amount not greater than the fee CLIENT paid to the INSPECTOR. CLIENT waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. CLIENT acknowledge that this liquidated damages is not a penalty, but that INSPECTOR intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between INSPECTOR and CLIENT; and (iii) enable INSPECTOR to perform the inspection for the agreed-upon fee.

5. INSPECTOR do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place.

6. In the event of a claim against INSPECTOR, CLIENT agrees to provide INSPECTOR with the following: (1) written notification of your claim within 10 days of discovery in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases INSPECTOR from liability.

7. The parties agree that any litigation arising out of this Agreement shall be filed in the county where INSPECTOR have our principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fee of INSPECTOR in defending said claims.

8. If a court declares any provision of this Agreement invalid or unenforceable, the remaining provisions remain in effect. This Agreement represents entire agreement. All prior discussions are merged into this Agreement and there are no terms other than those set forth herein. No statement or promise by INSPECTOR shall be binding unless reduced to writing and signed by INSPECTOR. Any modification of this Agreement must be in writing and signed by THE PARTIES. This Agreement shall be binding upon and enforceable by THE PARTIES and their heirs, executors administrators, successors and assignees. CLIENT will have no cause of action against INSPECTOR after one year from the date of the inspection.

9. CLIENT agrees to pay all legal and time expenses incurred in collecting due payment, including attorney's fee, if any. If Client is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guarantee payment of the fee.

10. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.

11. This Agreement is not transferable or assignable.

12. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against one party or the other by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this.

I HAVE CAREFULLY READ THIS AGREEMENT and I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

Printed Name of Client: _____ Client Signature: _____ DATE: _____

INSPECTOR: Alan, C. Chang (TREC# 6270) Inspector Signature: _____ DATE: _____