



SERVICE AGREEMENT

Rodney Dunn • Professional Real Estate Inspector's License #7500

This Association is licensed and regulated by the Texas Real Estate Commission, and conforms to their Standards of Practice for Real Estate Inspections.

Client name \_\_\_\_\_ Phone \_\_\_\_\_
Address: \_\_\_\_\_ City \_\_\_\_\_ St \_\_\_\_\_ Zip \_\_\_\_\_
Property Address: \_\_\_\_\_

I/We hereby request a limited visual inspection of the structure at the above address to be conducted for my/our sole use and benefit. I/We acknowledge reading and agreeing to the conditions. Initial \_\_\_\_\_

THIS AGREEMENT is made by and between Inspector Clouseau Home Inspections (hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT"), collectively referred to herein as "the parties." The Parties Understand and Voluntarily Agree as follows:

1. Scope of Inspection

The INSPECTOR will perform a limited visual home inspection to identify the general features and major deficiencies of the property. Limited includes any area, which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other item(s) not included in this inspection. The inspection WILL NOT INVOLVE ANY DESTRUCTIVE TESTING OR DISMANTLING. The CLIENT agrees to assume all risk for any/all conditions, which may be concealed from view at the time of inspection. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer of disclosure, which may be required by federal, state or municipal statutes. INSPECTOR is not an insurer and payment is based solely on the value of the service provided by INSPECTOR in the performance of a limited visual inspection of the structure's systems and components. Because of its limited nature, this inspection cannot be expected to uncover all defects or deficiencies within the structure.

solar systems, heat exchanger, freestanding appliances, or other personal property. Pools have inherent defects that are NOT visible at the time of the inspection and should be inspected by a certified expert for further evaluation.

Your INSPECTOR is a home inspection generalist and is not a licensed engineer or expert in specific crafts. If your INSPECTOR recommends consulting other specialized experts, CLIENT should do so at CLIENT's expense.

I have read, understand and agree to the above Scope of Inspection. Initial \_\_\_\_\_

2. Areas Outside the Scope of this Inspection

Whether or not they are concealed, inspection of areas outside the scope of this inspection is limited. Unless otherwise indicated below, INSPECTOR will NOT test for: Compliance with building code or zoning ordinance violation; geological stability or soil condition; structural stability or engineering analysis; termites, pests, or dry rot; asbestos, radon, formaldehyde, lead paint, mold, soil contamination, or other environmental hazards or violations; building value appraisal; cost estimates; condition of detached buildings or pools (unless included for an additional fee); specific components noted as being excluded on the individual system inspection forms; private water or private sewage system, or any component thereof; swimming pools, spas, hot tubs (other than equipment and visible plumbing systems); saunas, steam baths, or fixtures and equipment; radio-controlled devices, automatic gates; elevators, lifts or dumb-waiters; thermostatic and time clock controls; water softener systems,

I have received and read a copy of the Standards of Practice. Initial \_\_\_\_\_

3. Use By Others

The CLIENT promises INSPECTOR that CLIENT has requested this inspection for CLIENT's own use only and will not disclose any part of the inspection report to any other person with the following exceptions: 1) One copy may be provided to the current seller(s) of the property for their use as part of this transaction only; 2) One copy may be provided to the real estate agent representing the CLIENT for use in CLIENT's transaction only; and 3) Upon CLIENT's request a copy of the report may also be provided to a bank or other lender for use in CLIENT's transaction only. CLIENT gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. The INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by law.

4. Limitation On Liability

INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, and associates, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee. This liability limitation is binding on CLIENT, CLIENT's spouse, heirs, principals, assigns and all others who may otherwise claim through CLIENT.

5. The written report to be prepared by the INSPECTOR shall be considered the final exclusive findings of the INSPECTOR of the structure. CLIENT understands and agrees they will not rely on any oral statements made by the INSPECTOR prior or subsequent to the issuance of the written report. CLIENT further understands and agrees that the INSPECTOR reserves the right to modify the inspection report for a period of time that shall not exceed forty-eight (48) hours after the inspection report has first been delivered to the CLIENT.

6. The parties agree that any claim arising out of, or related to, any act or omission by the INSPECTOR in connection with the inspection of the residential structure, as limited herein, shall be made in writing and reported to the INSPECTOR within 10 days of discovery. The INSPECTOR must be allowed to inspect the claimed discrepancy before repairs or modifications are made. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Association, in Bexar County Texas, and judgment upon the award rendered by the Arbitrator(s). In the event that CLIENT fails to prove any adverse claims against INSPECTOR, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

The CLIENT understands that if CLIENT wants an inspection without a limit on liability to a refund of the fee paid for the inspection, CLIENT may pay an additional fee to receive a technically exhaustive inspection report without the limitation. The minimum additional fee for this type of inspection is \$2,000.00 and will be performed by Licensed Professionals, including but not limited to: Electricians, Plumbers, Engineers, and others.

Limited Inspection Fee: \$ \_\_\_\_\_ I do \_\_\_ do not \_\_\_ want the technically exhaustive report. Initial \_\_\_\_\_

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Client

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Client

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Inspector

**7. With any reference of water penetration, stain, or visible mold or mildew noted in this report it is recommended that a qualified professional perform a professional mold/mildew analysis. It should be noted that Mold/Mildew investigations are not included in this report.**

8. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be enforceable against any party unless such change or modification is 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 shall have no cause of action against INSPECTOR after one year from the date of the inspection.

9. The INSPECTOR has no present or contemplated future (a) partnership with Principal Parties nor (b) an interest in the property inspected which could adversely affect the INSPECTOR's ability to perform an objective inspection; and neither the employment of the INSPECTOR to conduct the inspection, nor the compensation for it, is contingent on the results of the inspection.

10. The INSPECTOR has no personal interest in or bias with respect to the subject matter of the inspection report or any parties who may be part of a financial transaction involving the property. The conclusions and recommendations of the report are not based in whole or in part upon the race, color, creed, sex or national origin of any of the Principal Parties.

11. Company Relationships/Third Party Providers  
INSPECTOR may have an affiliation with third-party service providers ("TPSP") in order to offer value-added services to its Clients. The company may also arrange for these TPSP to send literature or make post-inspection contact with the CLIENT.

12. Payment of the fee to INSPECTOR is due upon completion of the on-site inspection. No written report will be issued until full payment is received. A \$50.00 billing charge may be added to any payment made more than four days past the delivery of the inspection report by fax, e-mail or U. S. mail, plus reasonable costs of collection, plus a 2% per month late charge of the unpaid balance. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.