



Pre Inspection Agreement

Address of inspection: _____

The undersigned hereby orders a visual inspection of the house addressed above, to be conducted by Premier Property Inspection. The inspection and the inspection report are confidential, and are made for the sole benefit of you, the client. The inspection covers the roofing system, interior electrical system, interior plumbing system, structural components, air conditioning and heating system, exterior siding and trim, doors and windows, chimneys, fireplaces, appliances, driveways, and walkways. The inspection and report will conform to the standards of practice of the Texas Real Estate Commission in the state of Texas. Copies are available upon request. The inspection is visual and is not technically exhaustive. No engineering sciences are used. Although care will be taken in the performance of the inspection, the client acknowledges that the report and analysis will be based upon brief, limited observation of the visible and apparent condition of the building and its major components. The client further acknowledges that Premier Property Inspection makes no representation regarding latent or concealed defects, and that failure of the building and/or its components can occur at any time, including the day after the inspection. In consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

Scope Of Service: This home inspection service does not provide any warranty or guaranty or insurance policy of any kind for any defects /deficiencies that may be present or that may arise in the future. This inspection is primarily visual and general in nature and scope. It is concerned only with clearly visible and easily accessible, at the time of the inspection, aspects of certain systems. The intent of the inspection is to determine that the systems, components, or items are performing their function without apparent major deficiencies, in the opinion of the inspector(s). The inspection is not intended to be in-depth, all encompassing, technically exhaustive, invasive or destructive, for governmental regulation or code compliance, concerned with current or future habitability, and is not an attempt to detect and report all deficiencies present. It is not within the scope of this inspection to attempt to determine or attest to the remaining life of any systems or components. Evaluation and reporting of minor, easily correctable, or cosmetic defects and deficiencies is not the intent or focus of the inspection; if such conditions are reported it is as courtesy only. If certain conditions are mentioned, verbally or in the report, it is not meant to imply that there are not other unreported conditions. The inspection includes evaluation of certain major systems, components and equipment, for items which may need major repair or further evaluation by a qualified specialist, including the following: foundation, structural components, electrical, plumbing, insulation and ventilation, heating, central air conditioning, roofing, interiors, and exterior walls. Evaluation is of the primary premises. In most cases, included with the inspection is the evaluation of primary attached garages / carports / porches / patios / decks. We make no claims as to being able to determine the condition of internal inaccessible areas of walls / floors / ceilings, air conditioning equipment, furnaces, chimneys, etc. Destructive testing / dismantling is not performed; therefore the inspector can only convey to the client what was clearly visible at the time of the inspection (the inspection provides a snapshot of the home). No representation is made as to how long any equipment will continue to function. The inspection does not include evaluation of every aspect of the

inspected systems and components and where numerous adjacent or similar parts or components are encountered only a sample evaluation is performed. Inaccessible areas are defined as being concealed by: household goods, furniture, appliances, locked rooms, rugs, draperies, finished floors, ceilings, walls and the like, stored goods, insulation, automobiles, equipment, debris, vegetation, etc. The inspector is not required to enter areas with temperatures above 120 degrees F., where the headroom is less than three (3) feet in height, or that may contain conditions or materials that could be hazardous to the inspectors' health. Only basic operational testing of certain "built-in" kitchen appliances is performed (dishwasher / oven / range / garbage disposal); other than running a dishwasher through a full cycle, when feasible, equipment is only briefly turned on. Evaluation of timers and other controls is not performed and no determination is made regarding the performance of appliances, such as how well an oven maintains a temperature, or how well a garbage disposal grinds and disposes of waste materials, etc. The client is encouraged to accompany the inspector during the inspection. However, the Client must not accompany the inspector into crawl spaces, attics, rooms where electric service panels are being inspected, or other hazardous areas. The inspection is limited to what can be easily detected during a short period of time; the duration of the inspection of a typical home is roughly 1 ½ -3 hours. It is impossible to find every defect and deficiency during an inspection - therefore you should anticipate additional defects / deficiencies during your ownership of the property. The inspection of condominiums / cooperatives, and/or other homes in developments with common areas includes evaluation of interior areas and certain other components that are generally the responsibility of the individual property owner; the exterior and structure and other commonly owned areas / systems / components are not evaluated. Weather conditions or other conditions which are beyond the control of the inspector and which may affect and limit the inspection (such as disconnected or inoperable electrical service or water service/supply) are accepted by the client without additional burden to Premier Property Inspection.

Exclusions And Limitations: You acknowledge and agree that this inspection and the inspection report and findings are limited in nature and scope, and that the following are among items NOT COVERED, nor can they be accurately assessed by Premier Property Inspection during a limited inspection: any and all latent or concealed defects, deficiencies, and conditions - any and all environmental hazards, defects, and conditions (including but not limited to: radon, asbestos, lead paint, lead water pipes, lead solder, urea formaldehyde, toxic wastes, polluted water, waterborne hazards, airborne hazards, and mold) - the extent of damage in defective areas - household appliances - free standing heating stoves - humidifiers, air purifiers, motorized dampers - solar heating and hot water systems - insulation effectiveness - fire escapes - elevator components and shafts - internal gutter and downspout systems - air quality analysis - concealed wiring - subsurface soil conditions below and surrounding the building -the adequacy or condition of earth tie-downs for manufactured/mobile homes - the toxicity and combustibility of all materials and finishes - code compliance - through-wall air conditioners - fire sprinkler systems, fire and smoke detection systems - concealed insulation - locks and security devices - acoustical tests - automatic smoke vent dampers - buried fuel tanks - heat loss analysis - fan driven exhaust systems for central heating flues - exterior plumbing components (including: private sewer systems, buried pipes, connection to public sewer lines, buried components of sprinkler systems and swimming pools and their equipment, water supplies (including: water wells, water conditioning equipment, water quality, volume of well water) - ancillary electrical systems (including: TV cable systems and antennas, intercom systems, lightning protection systems, heating cables, fire alarm systems, security systems, telephone systems). The presence or absence of termites, wood borers, carpenter ants, fire ants, bees, rodents, insects, pest or wood destroying organisms is not a part of this inspection.

Estimates:

Rough estimates of repairs costs should not be considered as fact. Estimates of the remaining lifetime of components are "educated guesses." There many exceptions to the normal life span of components and to costs of repairs (i.e. your roof may not achieve a

"typical life span.") The client is advised homeowner's warranties are available from various other sources. We encourage you to purchase a homeowner's warranty. The inspection and report are general in nature. We urge you to consult independent experts for more detailed assessments or estimates where needed. The client agrees to read the entire report. We urge you to call us at any time for an explanation of any items in the report that you do not understand.

Consumer Complaints Procedure

In the event of any controversy or claim arising out of, or relating to the Inspection Report, either party must give written notice of the dispute to the other party within fourteen (14) days of discovery of said controversy or claim. If the dispute is not resolved within ten (10) days from said notice, the dispute shall be referred to a mediator mutually agreed upon by the Inspector and the consumer. If the parties cannot agree upon a mediator, said mediator shall be nominated by the Inspector. Should the dispute not be resolved by mediation, the parties agree that dispute shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules and pursuant to the Federal Arbitration Act. The term dispute shall mean any action, dispute, claim or controversy of any kind, whether in contract or in tort, under either statutory or common law or both, now existing or hereafter arising between the parties in any way pertaining to the Inspection Report, or the services provided by the Inspector.

Failure of Client to Sign Property Inspection Contract:

Client understands and agrees that if they are not present at the time of the inspection, and therefore do not sign this Agreement, that this Agreement will form a part of the Inspection Report and acceptance of the Inspection Report by client shall constitute acceptance of all of the terms and conditions of this Agreement.

Re-inspection Right:

In the event that the client has a claim of a breach or failure of warranty, or for negligent inspection of any component or item in the inspection, the client shall provide Premier Property Inspection with three (3) working days in which to re-inspect the component or item before the client repairs or replaces the component or item. This right of re-inspection is to protect Premier Property Inspection and the client from the business practices of some contractors who base their recommendations to repair or replace components on false or misleading information. If the client fails to allow Premier Property Inspection to re-inspect, the client waives any claim against Premier Property Inspection with respect to the component or item.

Time Limit for Action:

No action, whether in contract or tort, shall be brought against Premier Property Inspection in arbitration or a court of law beyond the earlier of six months following the date of the Property Inspection Report or 120 days after discovery by client of the condition which forms the basis of the action. This time period may be shorter than otherwise provided for by law.

Attorneys' Fees and Costs:

The client further understands and agrees that if client fails to pay the agreed upon fee for the inspection or a claim is made against Premier Property Inspection for any alleged error, omission or other act arising out of the performance of this inspection, and if client is not awarded damages in an amount greater than the highest amount offered in settlement by Premier Property Inspection, client agrees to pay all costs, attorneys' fees, arbitrator's fees and legal expenses incurred by Premier Property Inspection and its employees, agents, inspectors, directors, shareholders, successors and assigns in the defense of the claim.

Liability Limitation:

In the event of a breach or failure of the foregoing warranty, or negligent inspection by Premier Property Inspection (excluding gross negligence or willful misconduct), the client agrees that the liability of Premier Property Inspection, and of its agents, employees and inspectors, for claims or damages, costs of defense and suit, attorneys' fees, and expenses and payments arising out of or in any way connected with errors or omissions

in the inspection or the inspection report shall be limited to liquidated damages in an amount equal to the amount paid for the inspection by the client. Client and Premier Property Inspection acknowledge the liquidated damages are not intended as a penalty but are intended, (1) to reflect the fact that actual damages may be difficult and impractical to ascertain; (2) to allocate risk among Premier Property Inspection and the client; and (3) to enable Premier Property Inspection to perform the inspection at the stated fee. In the event of the tender by Premier Property Inspection of a refund of the inspection fee, such refund shall be full and final settlement of all present and future claims and causes of action and Premier Property Inspection shall be thereupon generally and fully released.

Third Party Indemnification:

The Property Inspection Report is not intended for use by anyone other than the client. No third party shall have any right arising from this Contract or the Property Inspection Report. In consideration for the furnishing of the Property Inspection Report, the client agrees to indemnify and hold harmless Premier Property Inspection, its agents, employees, inspectors, directors, officers, shareholders, successors and assigns, for all costs, expenses, legal fees, awards, settlements, judgments, and any other payments of any kind whatsoever incurred and arising out of a law suit, cross-complaint, countersuit, arbitration, administrative proceeding, or any other legal proceeding brought by any third party who claims that he/she relied on representations made in such Property Inspection Report and was damaged thereby. Client's request that Premier Property Inspection release copies of the Property Inspection Report shall be at client's risk with respect to the contents of this paragraph.

Signature of client_____

Date_____

Signature of inspector_____

Date_____