



INSPECTION AGREEMENT

This INSPECTION AGREEMENT (hereinafter "Agreement") Report # _____
is entered into on this the _____ day of _____, 2011 between
Star Brite Home Inspector ___FRANK ADAME_____ (hereinafter "Inspector")
and _____ (hereinafter "Client").
The Property to be inspected is (hereinafter "Property"):
_____, Texas _____
Cellular: _____ Email: _____
Date of Inspection: _____ Time: __8:00__ AM
Will Client Be Present (Recommended): ___YES_____ Fee: __\$265.00_____

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING

I. Scope of Inspection

A. This is not a comprehensive safety inspection and all unsafe potentials are not inspected for: fire, electrocution, collapse, falls, personal injuries property damage risks. This is a limited report that does not represent all defects large or small and not all will be discovered or completely interpreted. You are advised to have all issues, regardless of their apparent insignificance, investigated by the properly trained repair specialist before acquiring the property. If you have questions or are unclear regarding our findings, please call us before you buy the property. This report is considered incomplete without and oral review at the time of the Inspection.

B. In exchange for the Inspection Fee paid by client, the Inspector agrees to provide the Client with an Inspection Report setting out the Inspector's professional opinions concerning the condition of the Property further described in the report. The Inspection will be performed in accordance with the Standards of Practice promulgated by the Texas Real Estate Commission www.trec.state.tx.us. Inspector will attempt to identify major defects and problems with the Property.

C. The inspection is limited to those items which can be seen, easily accessed and/or operated by the Inspector at the time of the inspection as set in the Inspection Report. Inspector will not remove wall, floors, wall coverings, floor coverings and other obstructions in order to inspect concealed items. Systems and conditions which are not specifically addressed in the Inspection Report are excluded.

II. Not within our scope of Inspection

A. Systems, items and conditions which are not within the scope of the building inspection include but are not limited to: radon, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, other environmental hazards, pest infestation, security and fire protection systems, household appliances, humidifiers, wall and window treatments, interior walls, ceilings and floors, recreational equipment.

B. Underground storage tanks, energy efficiency measurements, water wells, heating systems, accessories, solar heating systems, sprinkler systems, water softener, telephone, intercoms, cable tvs, antennae, lighting arrestors, trees or plants, manufacture specifications, structural capacity, flooding potential, wood destroying insect or organism damage, future performance of systems such as foundation, roof, drainage and HVAC systems.

C. The potential of underlying soils to experience movements and/or water flow, the existence or quality of prior repairs, deck and balcony capacity, capacity of site to discharge rain waters acceptably, remaining life spans are only a guess. **D.** For this Inspector's safety, crawlspaces with less than 18 inches clearance are considered inaccessible and inspected areas will be limited to what is deemed safe, attic with less than 4 feet of clear headroom and/or areas that not decked are considered

inaccessible and unsafe, roof surfaces exceeding 4/12 pitch are steep and unsafe to climb. **E.** The following are not determined or inspected: register air flow velocity or capacity, air duct cleanliness or mold, heating or cooling the building evenly, system refrigerant levels, refrigerant leaks, electronic air filters or dampers. In order to avoid damaging the system, AC systems are not activated if outdoor temperatures are or have been below 60 degrees: heat pumps are not operated in heating mode if temperatures are above 70 degrees or in AC mode if outdoor temperatures are below 60 degrees. **F.** Plumbing fixtures are operated in a limited period of time and actual usage is not simulated. I cannot determine toilet flush effectiveness or clog potential, the condition or type of sewer and water supply lines under grade, freeze or the possibility of freeze damaged pipes in inaccessible area. Older appliances pose a greater risk of flooding therefore water heaters might best be replaced as a preventative maintenance measure before they fail. **G.** Comments are based on general building practices. I am not specifically or directly citing any building codes. I recommend for the buyer or his contractor to consult the local code authority having jurisdiction regarding likely or probable building code violations that may be present. **H.** Some door latches on older doors may not operate correctly. I will make every attempt to lock them properly but no guarantee is given as to their effective latching.

III. DEVCON Security Services Disclosure Statement

Your Inspector may have an affiliation with a third party service provider (“TPSP”) in order to offer you additional value-added services. By entering into this agreement you (a) authorize your Inspector to provide your contact information (including telephone number) to the TPSP, (b) waive and release any restrictions that may prevent the TPSP from contacting you (including by telephone), and (c) authorize the TPSP to contact you (including by telephone) regarding special home alarm system offers.

Insurance & Risk Consultants compensates this Inspector for Home Owner’s Insurance referrals (if quoted).

IV. Inspection Report

- A.** This Inspection Report will contain the Inspector’s professional, good faith opinion concerning the need for repair or replacement of certain observable items. These opinions should not be construed as statements of fact or factual representations concerning the Property. This report will not include compliance with city codes, insurability, efficiency or future performance of any item inspected.
- B.** Client is given opportunity to have this document reviewed by their counsel or to choose another Inspector.
- C.** Further evaluation of certain items maybe needed by licensed experts. By signing this agreement, the Client understands that the services provided by the Inspector fall within the Professional Services Exemption of the Texas Deceptive Trade Practices Act and agrees that no cause of action exists under this Act related to the services provided.
- D.** You may ask to be shown proof of noted deficiencies before closing. Showing proof at a later date may be impossible.
- E.** I am not responsible for any damages caused by de-winterizing a property.
- F.** Photos are only a short and random sampling of deficiencies found. It should not be interpreted that these photos are the only ones taken of one area. Other conditions may exist in other areas with no sample photo placed here.
- G.** Star Brite Home Inspections will not be liable for damages caused by or for the safety of the client or any guests brought by the Buyer to the Inspection.

V. Disclaimer of Warranties

The Inspector makes no guarantee or warranty, expressed or implied, as to any of the following:

1. That all defects have been found or that the Inspector will pay for repair of undisclosed defects.
2. That any of the items inspected are designed or constructed in a good and workmanlike manner.
3. That any of the items inspected will continue to perform in the future as they are performing at the time of the inspection.

VI. Limitation on Liability

- A.** It is agreed by both parties that the Inspector is not an insurer, that the Inspection Payment is based solely on the value of the services provided for inspection.
- B.** It is practical to fix the actual damages, if any, which may result from a failure to perform such services. In case of failure to perform such services and a resulting loss, Client’s damages herein shall be fixed in an amount equal to the inspection fee paid.

VII. Dispute Resolution

- A.** In the event that a dispute arises regarding an inspection, the Client agrees to notify the Inspector within 10 days of the date the Client discovers the basis for the dispute as to give the Inspector a reasonable opportunity to re-inspect the Property. Client agrees to allow re-inspection before any corrective action is taken by the Client. Client may investigate the TREC website for more information concerning filing a claim against the Recovery Fund.

B. Client agrees not to disturb or repair any evidence relating to the complaint. Client further agrees that the Inspector can conduct the re-inspection himself or employ others (at Inspector’s expense) to re-inspect the Property.

C. In the event that a dispute cannot be resolved by the Client and the Inspector, the parties agree that any dispute shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (AAA) pursuant to Chapter 171 of the Texas Civil Practice and Remedies Code and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA.

VIII. Attorney’s Fees

The Inspector and the Client agree that in the event that any dispute or controversy arises as a result of this Agreement, and the services provided hereunder, the prevailing party in the dispute shall be entitled to recover all of the prevailing party’s reasonable and necessary attorney’s fees and costs incurred by that party.

IX. Exclusivity

A. The inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement.

B. In the event that any person, not a party to this Agreement, makes any claim against Inspector, it’s employees or agents, arising from services performed by this Inspector under this Agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney’s fees arising from such claim.

X. Discuss Report Findings yes

Client gives permission for the Inspector to discuss and/or email Report findings with the following parties:

1. _____.
2. _____.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS CONTRACT AND THE ATTACHED DOCUMENTS, IF ANY; THAT I UNDERSTAND THE TERMS AND CONDITIONS, THAT I AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. I AM THE CLIENT SIGNING HERE OR I AM A REPRESENTATIVE FOR THE CLIENT. IF I WAS NOT PRESENT DURING THE INSPECTION TO SIGN THIS DOCUMENT, THEN MY PAYMENT TO YOU ACKNOWLEDGES MY ACCEPTANCE OF THE TERMS OF THIS CONTRACT. PLEASE RE-READ THIS DOCUMENT, ASK QUESTIONS BEFOR CLOSING.

CLIENT SIGNATURE _____ **DATE** _____

PRINT NAME _____

AUTHORIZED REPRESENTATIVE _____

STAR BRITE INSPECTOR _____

Por favor, traducir todos nuestros documentos en su idioma y hacer preguntas antes del cierre.

It is recommended that Client walk thru the property again the day before closing. This is to assure conditions have not been altered to your disadvantage. Ask questions, if any, concerning this Report. Only Client will be responsible if property is accepted “as is”.

**FRANK ADAME, PROFESSIONAL HOME INSPECTOR
TREC LICENSE # 10235**

**STAR BRITE HOME INSPECTIONS, LLC
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