

Inspection Agreement

My Inspection Company herein after known as the Inspector agrees to conduct an inspection for the purpose of informing the client of major deficiencies in the condition of the property listed above. THE WRITTEN REPORT IS THE PROPERTY OF THE CLIENT AND THE INSPECTOR, AND SHALL NOT BE USED BY OR TRANSFERRED TO ANY OTHER PERSON OR COMPANY WITHOUT BOTH THE INSPECTOR'S AND THE CLIENT'S MUTUAL CONSENT.

- This inspection of the subject property shall be performed by the Inspector for the Client in accordance with the Standards of Practice of the Texas Real Estate Commission.
- The purpose of this inspection is to identify and disclose visually observable major deficiencies of the inspected systems and items AT THE TIME OF THE INSPECTION ONLY. The inspector will not attempt to determine the life expectancy or future performance of any system or component. The inspector will not attempt to report on systems, items, or conditions that are not readily accessible. Detached structures are not included in the inspection unless specifically agreed upon by both the inspector and the client.
- 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 repairs or replacements with regard to this property, systems components, or the contents therein. Company is neither a guarantor or insurer.
- THE INSPECTION AND REPORT DO NOT ADDRESS AND ARE NOT INTENDED TO ADDRESS CODE AND REGULATION COMPLIANCE, THE POSSIBLE PRESENCE OF OR DANGER FROM ASBESTOS, RADON, LEAD PAINT, UREA FORMALDEHYDE, MOLD, FUNGUS, SOIL CONTAMINATION AND OTHER INDOOR AND OUTDOOR SUBSTANCES. THIS INSPECTOR IS NOT A STRUCTURAL ENGINEER. WHILE VISUAL OBSERVATIONS WILL BE MADE AS TO THE CONDITION OF THE FOUNDATION, EXACTING MEASUREMENTS OF PREVIOUS MOVEMENT AND OR PREDICTIONS ABOUT FUTURE MOVEMENT ARE BEYOND THE SCOPE OF THIS INSPECTION. THE CLIENT IS URGED TO CONTACT A COMPETENT SPECIALIST IF INFORMATION, IDENTIFICATION, OR TESTING OF THE ABOVE IS DESIRED.
- Any matter concerning the interpretation of the Agreement, of the Inspection Report, or any claim based upon either of them shall be subject

to mediation between the parties or failing such mediation shall be resolved by binding arbitration. Should such a need for mediation, arbitration, and /or litigation arise, the inspector retains the right to collect all expenses incurred for defense, from the client or party, should the inspector be found innocent of negligence, errors or omissions.

- My Inspection Co. will perform this inspection in accordance with the TREC standards of practice and provide as much information as could reasonably be expected, based on those standards. We will be direct and fair in our methods of inspecting, discussing and reporting. We expect our clients to be fair as well. If you have previous knowledge of the home or specific concerns, we expect that this information will be shared with the inspector. If a problem is present upon moving into the home that you feel should have been reported; we expect to be notified and allowed access to the property to inspect such problems prior to repairs being made, unless the situation is a true emergency. It should also be understood that all items listed on the report should be repaired and/or evaluated by a licensed professional prior to closing on the home. It is possible for undisclosed issues that were not apparent to the inspector to be discovered in the process of repair. Repairs prior to closing will help reduce the possibility of unexpected expenses related to repairs.

The undersigned have read, understood and accepted the terms and conditions of this agreement and agree to pay My Inspection Co. \$ _____ plus any additional fees incurred, at or before the time of inspection.

My Inspection Company:

Client:

By: Donald Klesel