

# Inspection Agreement

Mon. January 15, 2018

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THIS AGREEMENT is made and entered into by and between Abbey Advantage, LLC referred to as "Inspector", and Max Foley, referred to as "Client".

In consideration of the promise and terms of this Agreement, the parties agree as follows:

1. The client will pay the sum of \$350.00 for the inspection of the "Property", being the residence, and garage or carport, if applicable, located at 14023 Kimberley On Houston, TX 77079.
2. The Inspector will perform a visual inspection and prepare a written report of the apparent condition of the readily accessible installed systems and components of the property existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded from the inspection.
3. The parties agree that the "Standards of Practice" (the "Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. If the State/ Province where the inspection is performed imposes more stringent standards or administrative rule, then those standards shall define the standard of duty and the conditions, limitations, and exclusions of the inspection.
4. The parties agree and understand that the Inspector and its employees and its agents assume no liability or responsibility for the costs of repairing or replacing any unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. If repairs or replacement are done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The Client further agrees that the Inspector is liable only up to the cost of the inspection. This clause may be contrary to local law. Please verify applicability. Not valid in State/ Province of .
5. The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM.
6. If Client is married, Client represents that this obligation is a family obligation incurred in the interest of the family.
7. This Agreement, including the terms and conditions on the reverse side, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. This Agreement shall be construed and enforced in accordance with the laws of the State/ Province of TX, and if that State/ Province laws or regulations are more stringent than the forms of the agreement, the State/ Province law or rule shall govern.

Client has read this entire Agreement and accepts and understands this Agreement as hereby acknowledged. If no State/Province regulations apply, this report adheres to the Standards, which is available upon request.

Signature Client 1: \_\_\_\_\_ Date: Jan. 15, 2018

Street Address: 1610 S Hartford

City/State or Province/Zip or Postal Code: Houston ,TX 77079

Buyer Present: Yes  No

Agent present: Yes  No  Agents Name:

Inspector's Signature:  Date: Jan. 15, 2018 Inspection #: 2018-1-10

Inspector's Address: License/Certification #: 22678

City/State Province/Zip or Postal Code: ,

Client agrees to release reports to seller/buyer/REALTOR Yes  No

SEE NEXT PAGE FOR ADDITIONAL TERMS, CONDITIONS, AND LIMITATIONS

## **Additional Terms, Conditions, and Limitations**

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8. 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, fungi, other environmental hazards; pest infestation; security and fire protection systems; household appliances; humidifiers; paint, wallpaper and other treatments to windows, interior walls, ceilings, and floors; recreational equipment or facilities; pool/spa water purification systems (ozone generator/saltwater, etc.); underground storage tanks, energy efficiency measurements; motion or photo-electric sensor lighting; concealed or private secured systems; water wells; all overflow drains; heating systems accessories; solar heating systems; heat exchangers; sprinkling systems; water softener or purification systems; central vacuum systems; telephone, intercom or cable TV systems; antennae, lightning arrestors, load controllers; trees or plants; governing codes, ordinances, statutes, and covenants; and manufacturer specifications, recalls, and EIFS. Client understands that these systems, items, and conditions are excepted from this inspection. Any general comments about these systems, items, and conditions of the written report are informal only and DO NOT represent an inspection.

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

10. The Inspection will not include an appraisal of the value or a survey. The written report is not a compliance inspection or certification for past or present governmental codes or regulations of any kind.

11. In the event of a claim by the Client that an installed system or component of the premises which was inspected by the Inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. The Client further agrees that the Inspector is liable only if there has been a complete failure to follow the standards adhered to in the report or State/Province law. Furthermore, any legal action must be brought within two (2) years from the date of the inspection, or will be deemed waived and forever barred.

12. This inspection does not determine whether the property is insurable.

13. Exclusions of systems normally inspected .

### DEFINITIONS

1. Apparent Condition: Systems and components are rated as follows:

**SATISFACTORY (Sat.)** - Indicates the component is functionally consistent with its original purpose but may show signs of normal wear and tear and deterioration.

**MARGINAL (Marg.)** - Indicates the component will probably require repair or replacement anytime within five years.

**POOR** - Indicates the component will need repair or replacement now or in the very near future.

**SIGNIFICANT ISSUES** - A system or component that is considered significantly deficient, inoperable or is unsafe.

**SAFETY HAZARD** - Denotes a condition that is unsafe and in need of prompt attention.

2. Installed systems and components: structural components; exterior; interior; roofing; plumbing; electrical; heating; central air-conditioning (weather permitting); insulation and ventilation.

3. Readily accessible systems and components: only those systems and components where Inspector is not required to remove personal items, furniture, equipment, soil, snow, or other items which obstruct access or visibility.

4. Any component not listed as being deficient in some manner is assumed to be satisfactory.

Signature Client 1: \_\_\_\_\_ Date: Jan. 15, 2018

**See Addendum**

# Addendum to Inspection Agreement

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Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud, or misinterpretation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration services of another dispute resolution provider other than one of those so stated please submit your recommendation to us for our consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof.

Signature Client 1: \_\_\_\_\_ Date: Jan. 15, 2018

**IIA** revised 2/10