



Residential Home Inspection Agreement

Date: Oct 1, 2021
Client: John Doe
Property Address: 122 Lyman St., Suite 60, Asheville, NC 28806
Date & Time of the Inspection: 10:00 AM Friday, October 8, 2021

This Inspection Agreement (hereinafter referred to as the Agreement) is entered into on this day, Oct 1, 2021, between you, John Doe (hereinafter referred to as the Client) and McCabe Real Property Services, LLC, doing business as Solidium Inspections, (hereinafter referred to as the Inspector) for the purposes of conducting a general property condition inspection of the property located at: 122 Lyman St., Suite 60, Asheville, NC 28806. The terms below govern this Agreement.

I. Scope of Services

A. A real estate inspection is a non-technically exhaustive, limited visual survey and basic performance evaluation of the systems and components of a building using normal operating controls which provides information regarding the general condition of the residence at the time of the inspection. The inspection is not intended to be a comprehensive investigation or exploratory probe to determine the cause or effect of deficiencies noted by the inspector and does not require the use of specialized equipment or procedures.

B. Unless otherwise excluded in this Agreement, or departed from and noted in the Inspection Report, the Inspector will perform the inspection in accordance with the current Standards of Practice (SOP) of the Texas Real Estate Commission (TREC), posted at [Texas Administrative Code, Title 22, Chapter 535-R, Sections 535.227-233](#). These SOPs identify what a home inspector should report, and what is not expected of the home inspector to report. The Client agrees that the scope of the inspection services provided is defined and limited according to the TREC SOP regulating real estate inspectors.

C. In exchange for the inspection fee paid by the Client, the Inspector agrees to provide the Client with an Inspection Report setting out the Inspector's professional assessments concerning the inspected property. The fee for this inspection is \$979.00, payable at the time of the inspection or online prior to viewing the report. The Inspector agrees to provide the report within 2 business days or sooner to your email address. The Inspector will attempt to identify major defects and problems with the property. However, the Client acknowledges that the Inspection Report may not identify all deficiencies.

D. The inspection is limited to those items and areas which are accessible, visible and able to be safely approached and/or operated by the Inspector at the time of the inspection. Areas that are inaccessible are not part of this inspection and include, but not limited to: behind walls, furniture, under rugs, inaccessible areas and below soil. The Inspector will not climb over obstacles, move furnishings or large, heavy or fragile objects, remove walls, floors, and other obstructions.

The Client signing below assumes the risk for potential problems or conditions including those areas not accessible by the Inspector. Additionally, the Client acknowledges that when a repair is recommended by the Inspector, the qualified specialist will most likely identify further deficiencies in the item. The inspector is limited by this inspection agreement and the TREC SOP and cannot be expected to find or discover all defects in this building.

E. Exclusions & Inclusions: Ensuring that the utilities are turned on for the inspection is the responsibility of the real estate agent or seller and extra charges will apply for return trips to the property if required and requested. The Inspector will not operate any shutoff valves or breakers and cannot inspect systems whose source of supply is shut off. Electrical or mechanical systems that are shut down will not be inspected. If these systems do not respond to normal operating controls, then they cannot be inspected.

The Inspector will not enter into or onto any area that he considers unsafe such as a steeply pitched roof, an attic or crawlspace with limited access, limited headroom, limited ventilation, and exposed/unsecured and potentially live electrical connections. Additionally, the Inspector will not enter into/onto, or operate, any area or system that could cause damage. Any departure from SOP will be by agreement and/or documented in the Inspection Report.

Unless specifically stated, and under separate contract and fee, the report will not include and should not be read to indicate opinions as to the presence, absence, or risk of environmental conditions such as radon, asbestos, lead-based paint, mold, mildew, corrosive or contaminated drywall or any other environmental hazard; the presence or absence of pests, termites or other wood destroying insects or organisms; compliance with any ordinances, statutes, restrictions, codes, utility sources, property association guidelines, manufacturer or regulatory requirements; insurability, efficiency warrantability, suitability, adequacy, compatibility, capacity, durability, reliability, marketability, operating costs, or product recalls; nor should the Inspector anticipate future life or future events or changes in the performance of an item inspected. Note: Although code compliance or manufacturer requirements are excluded from the inspection, reference to such may be used as a basis for the opinions of the Inspector and to better explain the condition to the Client.

Exclusions: As detailed by the TREC SOP, the Inspector is not required to inspect items such as, but not all inclusive; elevators, detached structures or equipment, anything buried, hidden, latent or concealed, sub-surface drainage systems, automated or programmable control systems, security or data distribution systems, concrete flatwork, portable appliances that are not part of the real estate transaction such as refrigerators and washer/dryer, landscape lighting, septic systems and private wells, water softeners/filters, humidifiers, electric air cleaners, verify adequacy, sizing or efficiency of systems, apply open flame or light a pilot light, operate cooling equipment when the outside temperature is less than 60 degrees fahrenheit, operate heat pumps in heat mode when the outdoor temperature is greater than 70 degree fahrenheit, or verify the integrity of the flue or adequacy of the draft. For a more thorough explanation, the Client should review [Texas Administrative Code, Title 22, Chapter 535-R, Sections 535.227-233](#).

Inclusions: As detailed by the TREC SOP, the Inspector shall operate fixed or installed equipment and appliances listed in the SOP using ordinary controls and visually inspect accessible systems and components from near proximity. For a more thorough explanation, the Client should review [Texas Administrative Code, Title 22, Chapter 535-R, Sections 535.227-233](#).

The Inspector can, under a separate contract, and for an additional fee, conduct limited visual inspections for; sprinkler and irrigation systems; swimming pools, hot tubs and equipment; outbuildings, and moisture intrusion/mold.

Disclaimers: Structural Evaluations are visual in nature and based on the Inspectors training, experience and understanding of common building methods and materials. The inspection does not concern itself with normal wear and tear associated with virtually all properties. Common cracks in foundations, cracks in brick veneer, interior walls and ceilings are excluded from this inspection. Hidden and inaccessible items are excluded from this inspection. Roof evaluations are to determine if portions are missing and/or deteriorated which could cause possible leaking. Portions of the decking and underlayment are hidden from the Inspectors view and cannot be evaluated in the inspection.

Therefore, the inspection should not be considered as a certification or warranty against roof leaks. Major system evaluations are both visual and functional provided that the proper power/fuel sources are on and operable. Judging the sufficiency of water supply in plumbing and the cooling/heating efficiency are subjective evaluations. Water supply disconnects are not turned on due to the possibility of leakage from non-usage. Water heater Temperature and Pressure Relief (TPR) valves are NOT operated due to the same reason but they are verified to be in place if required. All underground utilities, hidden or inaccessible lines and pipes are excluded from this inspection. Electrical system inspections are visual in nature and not tested under load. Dead front covers for service panels over 200 Amps are not opened and 220-volt outlets are generally not inspected.

II. The Inspector & Inspection Report

A. The Inspector is a licensed Professional Inspector by the Texas Real Estate Commission, license number 24101. The Client acknowledges that the Inspector is a generalist, knowledgeable in a variety of areas, but does not hold himself as an expert in any field. An inspection is an unbiased opinion based upon the training and experience of the Inspector. The Inspector is not an insurer or guarantor against defects in the systems and the items inspected.

B. The Inspection Report provided by the Inspector will contain the Inspector's professional, good-faith opinions concerning the need for repair or replacement of certain observable items. All statements in the report are the Inspector's opinions and assessments and should not be construed as statements of fact or factual representations concerning the property without further evaluation by qualified specialists. The report is not a repair list and is made for the sole purpose of assisting the purchaser to determine the feasibility of purchasing and in no way is meant to influence his/her decision to purchase.

C. The Inspection report may indicate one of the following opinions of the Inspector regarding a particular item: The item is performing its intended function, operation or function relative to accepted industry standard practices with consideration of age and normal wear and tear from ordinary use at the time of the inspection; the item is in need of replacement, maintenance or repair; or further evaluation by a qualified expert is recommended.

D. The Inspection Report is NOT a substitute for disclosures by sellers and real estate agents. Said disclosures should be carefully investigated for any material facts that may influence of effect the desirability and/or marketability of the property.

E. As noted above, the Inspection Report may state that the further evaluation of certain items is needed by an expert in the field of the item inspected. Any such follow up by qualified experts should take place prior to the expiration of any time limitations such as an option or warranty period.

III. Disclaimer of Warranties

The client acknowledges that the Inspector warrants only that the inspection will be performed in accordance with the listed scope, the Inspection Report and the TREC Standards of Practice. This is a limited and non-transferable warranty and the only warranty given by the Inspector. As noted above, the Inspector makes no guarantee or warranty, express or implied, as to any of the following:

1. That all the defects have been identified or that the Inspector will pay for any 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 were performing at the time of the inspection; and
4. That any of the items inspected are merchantable or fit for any purpose.

IV. Limitation of Liability

By signing this agreement, the Client acknowledges that the fee paid to the Inspector is nominal given the risk of liability associated with performing home inspections if the liability could not be limited. Without being able to limit liability, the Inspector would be forced to charge significantly more than the current fee for the Inspectors services and the services of other licensed specialists. The Inspector assumes no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquidated damages in an amount not greater than 2 times the fee paid or a maximum amount of \$1,000.00, whichever is less. The Client acknowledges that the liquidated damages is not a penalty, but rather intended to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between the Client and the Inspector; and (iii) enable us to perform the inspection for the agreed-upon fee. The Client acknowledges being given the opportunity to have this agreement reviewed by counsel and the opportunity to hire a different Inspector.

V. Dispute Resolution

In the event a dispute arises regarding an inspection performed under this agreement, the Client agrees to the following: (1) written notification of your claim within seven days of discovery, in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) access to the premises prior to any corrective action being taken. If in the event a dispute cannot be resolved by the Client and the Inspector, the parties agree that any dispute or controversy shall be resolved by mandatory and binding mediation by a mutually acceptable mediation service or provider and the expenses will be split between the Inspector and the Client. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

VI. Choice of Law and Venue

This agreement shall be construed and enforced in accordance with the laws of the State of Texas and the venue shall

be Harris County, Texas.

VII. Statute of Limitations

The parties agree that no claim, demand or action, whether sounding in contract or in tort, may be brought to recover damages against the Inspector more than six months after the date of the Inspection. Time is of the essence as the Inspection was a snapshot of the condition of the property at the time of the inspection only and no claims are made as to the future condition of the property.

VIII. Confidentiality of Report/Third Party Liability

The report is confidential and for the sole and exclusive private use of the client. The Inspector shall discuss our observations with real estate agents, owners, repair persons, or other interested parties as applicable only with the consent of the Client or if there exists an imminent danger to the current occupants. In providing the property inspection and inspection report, information about the client, inspector, real estate professional, and property will be collected and input into the HomeGauge inspection software service, which the inspector uses to produce the inspection report. This information may include personally-identifiable information about the client, inspector and real estate professional. This information may subsequently be used by the provider of HomeGauge, as set out in the HomeGauge Privacy Policy found at <https://www.homegauge.com/privacy.html>.

On the other hand, the report is not to be copied or disseminated to any other party without the written consent of the Inspector. The Inspector grants the Client the right to disseminate the report to the appropriate realtors/brokers but does not grant further dissemination of the report by the realtors/brokers. The Inspector is not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release the Inspector from any liability whatsoever. If the Client, or any person acting on the behalf of the Client, provides the report to a third party who then sues the Inspector and/or the Client, the Client shall release the Inspector from any liability and agree to pay costs and legal fees in defending any action naming the inspector.

IX. Severability

If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or modification shall be binding unless reduced to writing and signed by the parties. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against the Inspector by reason of the rule that any ambiguity in a document is construed against the party drafting it. The Client had the opportunity to consult qualified counsel before signing the agreement.

X. Acceptance to the Agreement

This agreement is binding upon the parties, their heirs, successors, assignees, agents and representatives. If the Client is married, the Client represents that this obligation is a family obligation incurred in the interest of the family. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so. You may not assign this agreement.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

CLIENT (Date) Oct 1, 2021

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