

Home Inspection Agreement



Fee for the home inspection is \$999.

THIS AGREEMENT made this [99th day of Month, Year](#), by and between Strata, Inc (Hereinafter "INSPECTOR") and the undersigned [Buyers' Name](#) or legal representative, hereinafter "CLIENT"), collectively referred to herein as "the parties."

1. INSPECTOR agrees to perform a visual inspection of the home/ building and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure. The inspection is performed for the exclusive use of the CLIENT and hereby agree not to release or make known the contents of the TREC Inspection Report (the "**Report**") to any third party who is not directly involved in the sale of the inspected Property; and, that no transfer or assignment of the report shall inure to the benefit of any other person or entity without the express written consent of INSPECTOR.

2. The CLIENT understands, agrees and acknowledges that the Home Inspection is performed in accordance with the guidelines set forth by the Texas Real Estate Commission ("**TREC**") per the Standards of Practice contained in Licensing Act 535.227. The Client further agrees that in the event any dispute or controversy should arise regarding the inspection of any item that the specific guidelines as set forth by the State licensing agencies shall prevail and govern the dispute. CLIENT understands that these standards contain certain limitations, exceptions, and exclusions.

3. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a

guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.

4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing or noted here:

N/A

The CLIENT understands, agrees and acknowledges that the Inspector is rendering a professional service, the essence of which is providing the advice, judgment and opinion of the Inspector based on his/her experience and training and that any item noted in the Report is only an opinion, and applies only to the observed condition of the item on the Date and Time of Inspection. CLIENT further understands, agrees and acknowledges that the Inspector's opinion: is not a factual statement of the condition of the item; that the opinion may not reflect the total extent of defects or damage that may be hidden; the Report may not reflect latent defects; the Report may not reflect defects which have been cosmetically masked to avoid detection; the Report may not reflect defects hidden to the Inspector or located in inaccessible areas; the Report may not reflect defects that may have or could have been disclosed by an inspection performed by an Engineer or Specialist; and that the

Report may not reflect defects that may occur later, become evident later, or may be discovered at a later time i.e. during repair or remodeling.

6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 7 days of discovery, (2) Access to the premises, (3) not disturb or repair the disputed item prior to a re-inspection, and (4) once adjusted, sign a waiver of further action against INSPECTOR. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.

7. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.

8. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change or modification shall be signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.

9. Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

INSPECTOR

CLIENT OR REPRESENTATIVE
[Buyers' Name](#)