

**TOP 2 BOTTOM REAL ESTATE INSPECTORS TREC #6546**  
**Tel: 281-565-INSP<sub>ect</sub> (4677) fax: 281-240-9724**

**Inspection Agreement**

TOP 2 BOTTOM REAL ESTATE INSPECTORS (The "**Company**") and John A. Onofrey Principal ("**Inspector**") is licensed and regulated by the Texas Real Estate Commission ("**TREC**"), and conforms to their Standards of Practice for Real Estate Inspections.

This agreement (the "**Agreement**") is made and entered into by and between Inspector and

\_\_\_\_\_ (Herein referred to as the "**Client**")  
Date and time of inspection \_\_\_\_\_ (mm/dd/yr) (00:00)

Whereas Client hereby requests a TREC standard limited visual inspection (and/or optional inspections as indicated below) and written report of the structure located at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (The "**Property**")

In consideration of the promise and terms of this agreement, the Company and Client agree to the following:

The Client will pay the sum of \$ \_\_\_\_\_ to Company for the standard TREC and/or final phase inspection of the property plus \$ \_\_\_\_\_ for any optional inspections as indicated further in this agreement. Payment is due in full at the time of the inspection. Client will pay all legal and time expenses incurred in collecting due payments. Fee is based on age, square footage of covered space and attachments such as decks, balconies, etc. Optional systems may be inspected at an additional cost.

The Company agrees to provide a licensed Professional Inspector to perform a limited visual inspection ("**Inspection**") and written report (The "**Report**") according to the TREC standards. The TREC standards include inspection of the following areas: STRUCTURAL SYSTEMS; foundations, grading and drainage, roof covering, roof structure and attic, walls (interior and exterior), ceiling and floors, doors, windows, fireplace/chimney, porches, decks and carports. ELECTRICAL SYSTEMS; service entrance and panels, branch circuits, connected devices and fixtures. HEATING, VENTILATION AND AIR CONDITIONING; heating equipment, cooling equipment, ducts and vents. PLUMBING SYSTEM; water supply system and fixtures, drains, wastes and vents, water heating equipment, hydrotherapy equipment. APPLIANCES; dishwasher, food waste disposer, range hood, ranges/ovens/cook tops, microwave cooking equipment, trash compactor, bathroom exhaust fans and/or heaters, whole house vacuum systems, garage door openers, door bell and chimes, dryer vents, other built-in appliances.

Client understands that the Inspection will be performed in accordance to the aforementioned standards, which contain certain limitations, exceptions, and exclusions.

Optional systems and phase inspections for new construction may be inspected for additional fees. By client initialing next to any optional system or construction phase inspection, Client and Company agree to include them into this agreement.

\_\_\_\_\_(Client initial) **(Phase I)** Foundation forms inspection (pre-pour) \$ \_\_\_\_\_

\_\_\_\_\_(Client initial) **(Phase II)** Pre-drywall inspection (pre-insulation) \$ \_\_\_\_\_

\_\_\_\_\_(Client initial) **(Phase III)** Final inspection (all systems operational) \$ \_\_\_\_\_

\_\_\_\_\_(Client initial) **Swimming pool/spa** \$ \_\_\_\_\_

\_\_\_\_\_(Client initial) **Well water test (ECOLI and Coliform)** \$ \_\_\_\_\_

\_\_\_\_\_(Client initial) **Sprinkler system** \$ \_\_\_\_\_

**Scope:** The scope of the Inspection is limited to a standard Inspection and the optional items initialed by the Client and are visual in nature. The Report will include those items that the Inspector both observed and deems material. Design problems are not within the scope of this Inspection. The Inspection is not intended to be technically exhaustive. 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 an additional fee, perform additional inspections beyond those within the scope of the basic home inspection. The Report may not include minor settlement and minor cracks in concrete, brick veneer and walls that do not impair the structural function of the building. The Report may not include cosmetic defects: minor cracks, scrapes, dents and scratches on, or soiled or faded surfaces of the structure. This includes soiled, faded, torn or dirty floor, wall or window coverings. The Report is not to be construed as a total list of defects, existing or potential. No test samples will be taken from any part of the structure unless specifically requested by Client. Laboratories certified by the Texas Commission on Environmental Quality for microbiological testing of drinking water will be used to test well water samples. Client agrees that Company may use subcontractors to complete any of the inspection items. Any item other than those listed in the standard TREC property inspection report or those initialed and additional fees paid, shall be considered outside of the scope of the Inspection Agreement. Inspector may offer comments as a courtesy, but these comments will not compromise the bargained-for report. The Report is only supplementary to the seller's disclosure.

**Requirements and Limitations:** The building, its components and equipment are to be ready and accessible for inspection on the date and time indicated in this Agreement. All utilities and pilot lights must be on and available to all applicable equipment so that the entire Inspection may be completed on the indicated date and time. The Inspector is not obligated to change light bulbs, light pilots, move furniture, obstructions or floor coverings; or remove panels to inspect any part of a building or equipment. The pool/spa must be full, clean and operational. Deviations from these requirements that delay the Inspection are cause for an additional charge.

**No Warranty Implied:** No Warranty is expressed or implied, as to the fitness for use, condition, performance or adequacy of any inspected structure, item, component or system. This agreement is not a home warranty, guarantee, insurance policy or substitute for transfer of disclosure, which may be required by federal, state or municipal statutes. The inspection does not include areas or items that are inaccessible, concealed and not in plain view. The Report is the property of the Company and the Client and shall not be used by or transferred to any other person or company without both the Company and Client written consent. The Client assumes all risks for any/all conditions, which may be concealed from view or inaccessible at the time of the inspection. The inspection will not involve any destructive testing or dismantling.

**Limitations:** The following specific limitations apply: **a)** The company will have no liability for defects that cannot be observed by a normal inspection or cannot be determined by normal operation and it is specifically agreed and understood that; Mechanical devices, electrical, and structural components may be functional one moment and later fail or malfunction; therefore, the Company liability is specifically limited to those situations where it can be conclusively shown that the mechanical device, electrical or structural component inspected was inoperable or in immediate need of repair or not performing the function for which it was intended at the time of inspection. **b)** The Company does not take responsibility for reporting noncompliance with any building, electrical, mechanical or plumbing codes established by municipal ordinances on any existing structure. **c)** Company liability for the Inspection and Report are limited to a refund of the fee paid for this Inspection and Report (“**Limited Liability**”). The Limited Liability of the Company’s principals, agents and associates is also limited to the fee paid by Client. This limitation applies to anyone damaged or expenses of any kind incurred due to errors or omissions in the Inspection and Report. This Limited Liability limitation is binding on Client, Client’s spouse, Heirs, principals, assigns and all others who may otherwise claim through Client. Client assumes the risk of all losses greater than the fee paid for the Inspection and Report. Client agrees to accept a refund of the fee as full settlement of any kind and any and all claims, which may arise from this Inspection and Report. In no event shall any liability arising under this Agreement or in connection with the Inspection exceed the amount of the fee charged for the Inspection. **d)** The Inspection and Report issued pursuant to this Agreement are intended for the sole use and benefit of the Client and Company. 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.

**Discrepancies:** In the event a discrepancy develops regarding the services provided to the Client, the Client agrees to notify the Company of the problem by telephone, or otherwise, within five (5) business days and to allow the Company five (5) business days to respond. If the problem is not resolved satisfactorily and the Client desires to make a formal complaint, the Client shall send a written complaint to the company by certified mail, fully explaining the items involved and the nature of the complaint. The Client agrees not to disturb, repair or have repaired anything that may constitute evidence relating to the complaint, except in the case of an emergency. The Client agrees to allow the Company to examine the items involved in the written complaint and to allow the Company thirty (30) days from that date to reach an agreement and resolve the matter. Failure to comply with the above conditions will release Inspector, Company and it’s agents from any and all obligations. Should the matter not be resolved, the parties agree to abide by the ruling of a mutually agreed upon arbitrator who is knowledgeable and familiar with the professional home inspection industry and who is knowledgeable and familiar with the Texas Real Estate Commission Standards of Practice for real estate inspection. Judgment on any award may be entered in any courts having jurisdiction and the arbitration decision shall be binding on all parties. Disputed property and equipment must be made accessible for re-inspection during the settlement process. Secondary or consequential damages are specifically excluded. All claims must be presented within one year of the date of the Inspection. Client shall have no cause of action against Inspector after one year from the date of the Inspection.

In the event the Client commences with arbitration and is not successful in it, the Client will bear all of the Companies expenses incurred in connection therewith including but not limited to, attorney's fees and reasonable fees to the contractors employed by the Company and/or Company employees to investigate, prepare for or attend any proceeding or examination.

The Report to be prepared by the Inspector shall be considered the final exclusive findings of the Inspector of the structure. Client understands and agrees they will not rely on any oral statements made by the Inspector prior to the issuance of the Report. Client further understands and agrees that the Inspector reserves the right to modify the Report for a period of time that shall not exceed forty-eight (48) hours after the Report has been first delivered to Client.

**Fee and other valuable consideration disclosure:** For the purpose of Texas civil statutes, Article 6573a, (the ACT), § 23 (l), the commission deems the following conduct by a licensed inspector to be dishonest and grounds for disciplinary action:

- (1) Accepting a fee or other valuable consideration in a transaction from a person or entity other than the inspector's client, without first disclosing to all parties in the transaction that the inspector intends to receive the fee or other valuable consideration, and obtaining the consent of the inspector's client.
- (2) Paying a portion of any fee received by the inspector to a service provider or a participant in a real estate transaction, other than the inspector's client, without the consent of the inspector's client.

The company (is), (is not) accepting a fee or other valuable consideration, as described above, in this real estate transaction from a person or entity other than the inspector's client. The fee (if any) is being received from Brinks Home Security. By signing this agreement, you authorize Brinks Home Security to call you at the phone numbers you have provided to discuss a special alarm system offer. (line through this paragraph if not applicable).

This agreement represents the entire agreement between Company and Client. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by both Company and Client. If any court declares any provision of this agreement invalid or unenforceable, the remaining provisions will remain in effect.

By affixing my signature to this document, I acknowledge that I have read and understand this entire Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. Client acknowledges receipt of a copy of this agreement.

**CLIENT:**

**COMPANY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
John Onofrey

\_\_\_\_\_  
Printed Name

TREC # 6546

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Please indicate if you would like a copy of your report sent to your Real Estate Agent.

\_\_\_\_ YES

\_\_\_\_ NO