



# WILLCOX INSPECTIONS LLC™

*Real Inspections. Sound Information.™*

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## **REAL ESTATE INSPECTION SERVICE AGREEMENT**

**THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT BETWEEN YOU, THE "CLIENT", AND WILLCOX INSPECTIONS LLC, THE "INSPECTOR", AND ALL SUBCONTRACTORS SCHEDULED OR ARRANGED THROUGH WILLCOX INSPECTIONS LLC**

Subject Property \_\_\_\_\_ Date: \_\_\_\_\_

Client Name \_\_\_\_\_

### **PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING**

#### 1. SCOPE OF THE INSPECTION

- A. A real estate inspection is a non-technically exhaustive, limited, general, non-invasive, visual survey and performance evaluation of a building performed using normal controls and does not require the use of specialized equipment or procedures. The inspection will be performed in a manner consistent with the Section 535.220 and Sections 535.227 through 535.233 of the rules of the Texas Real Estate Commission. (A copy of these Sections of the rules of the Texas Real Estate Commission are readily available at [www.willcoxinspections.com](http://www.willcoxinspections.com).) The inspection does not include any destructive testing or dismantling of equipment, components or systems. In the event that the property is a part of a condominium unit, the inspection will not include any other connected or external portions of a multi-unit building or any common areas covered by a joint use agreement or considered common areas.
- B. In exchange for the inspection fee paid by the Client, the Inspector agrees to provide the Client(s) with a report of the Inspector's written opinion as to the apparent general condition of the structure(s), parts, components and systems at the time of the inspection. The Inspector will prepare a written report of the Inspector's professional **opinions** of the apparent condition of the readily accessible systems and components of the building. The Client recognizes and acknowledges that all items cannot be found or discovered during a limited, visual inspection of the property and that such an expectation would be considered unreasonable on the part of the Client.
  1. The Inspectors report may indicate one or more of the following options:
    - a. The part, component of system is performing in a manner consistent with recognized industry association standards (not common practice for the area), that the part component or system achieves an anticipated operation, function or configuration relative to its age and normal wear and tear from ordinary use with recognition of recognized industry standards in place at the time of construction;
    - b. That, in the Inspector's professional **opinion**, a part component or system is in need of repair, replacement or maintenance; or
    - c. Further evaluation by a competent, licensed or registered professional or tradesman.
- C. The inspection is limited to only those systems and components that are "accessible", can be easily reached, entered, or viewed without difficulty, danger, moving of obstructions, or requiring any action which may result in damage to the property or personal injury to the Inspector as set out in the inspection report. The inspector will not climb over obstacles, move furnishings or large, heavy or covered items, remove wall, ceiling or floor coverings or any other obstruction of any type to inspect any part, component or system. Latent and concealed defects and deficiencies are excluded from the inspection and the Inspector is not liable for latent and concealed defects and deficiencies.

#### 2. CLIENT'S DUTY

Client agrees to read the entire report when it is received and promptly call the Inspector with any question or concerns regarding the inspection or written report. The written report shall represent the sole, final and exclusive **opinions** of the Inspector. In the event client becomes aware of a reportable condition which was not reported by the Inspector, Client agrees to promptly notify Inspector and allow Inspector and/or Inspector's designated representative(s) to inspect said condition(s) before making any repair, alteration, or replacement. If the reportable condition has been altered in any way the Client's right to make a claim against the Inspector is waived.

#### 3. FURTHER EVALUATION

Client acknowledges and agrees that the Inspector is a generalist and that further investigation of a reported condition by an appropriate certified, competent, registered, or licensed specialist may, and likely will, provide additional information that may affect Client(s) decision to purchase the house. Client should seek further evaluation from certified, competent, registered, or licensed professionals or tradesmen regarding the deficiencies identified in the written report. Inspector is not liable for Client(s) failure to further investigate reported deficiencies.

#### 4. CHANGE IN CONDITION(S)

The parties agree and understand that conditions of systems and components may change through vacancy or change in ownership, the removal/replacement of furniture, furnishing or equipment or from weather conditions between the inspection date and the time of closing (settlement). Client acknowledges that Inspector does not take care, custody or control of the structure at any time and that Inspector is not responsible for the maintenance or servicing of any part, component or system of the structure.

#### 5. LIMITATIONS OF A VISUAL INSPECTION

The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, its parts, components, or systems. Client(s) understand that the inspection and inspection report does not constitute a guarantee or warranty of insurability, operability, longevity, merchantability or fitness for a particular purpose, expressed or implied, nor is it a substitute for real estate transfer disclosures which may be required by law or custom. INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE PRESENT OR FUTURE FITNESS FOR USE, CONDITION, INSURABILITY, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, PART, COMPONENT, OR SYSTEM, THE PRESENCE OR ABSENCE OF LATENT, COVERED OR CONCEALED DEFECTS DURING THE INSPECTION, OR THE REMAINING USEFUL LIFE OF ANY SYSTEM, PART OR COMPONENT OF THE PROPERTY. The Inspection will not include an appraisal of the value, a boundary survey or flood plain assessment of structure and/or property lines, easements or underground structures. This inspection and the inspection report are NOT a code compliance inspection or certification for past or present governmental codes or regulations. The inspection and the inspection report do not determine whether the property is or is not insurable. Compliance with electrical codes or standards and/or adequacy of wiring and circuitry is beyond the scope of this inspection and report and is specifically excluded. If more in-depth information is desired or required on the electrical system or systems, it is recommended that a qualified electrician be consulted. This inspection is not intended to be an exhaustive evaluation of all the systems and appliances in the structure, nor is it intended to be a total list of defects, existing or potential. The inspection report is not a repair list. If the professional or technician hired to perform repairs to this structure did not find more issues than those discovered during the inspection you are advised that the repair person was likely not thorough in making repairs.

#### 6. LIMITATION OF LIABILITY

**In recognition that the inspection performed is of a limited nature and that the Inspector cannot remove wall, ceiling or floor coverings, that the Inspector is greatly hampered in his ability to see defects that are covered, concealed, inaccessible or dangerous and that the inspection was performed for a nominal fee in recognition of these limitations, the Client agrees that any claim for any reason against WILLCOX INSPECTIONS LLC and its agents' liability, if any, shall be limited to the amount of the inspection fee paid for this inspection by the Client. This limitation shall apply regardless of the cause of action or the legal theory pled or asserted specifically including, but not limited to, negligence.**

#### 7. THIRD PARTIES AND SUBROGATION

**The inspection and written 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 under any condition or theory of claim. In the event that any person or entity, not a party to this Agreement, makes any claim against the Inspector, its employees or agents, arising out of the services performed by the Inspector under this Agreement, or claims alleging in whole or part any negligent act or omission of the Inspector, 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.**

#### 8. DISPUTES AND ARBITRATION

In the event a dispute arises regarding an inspection that has been performed under this service agreement, Client(s) agree to provide WILLCOX INSPECTIONS LLC a reasonable opportunity to re-inspect the property and resolved any dispute amicably. Upon the request of either party, subject to the Limitation of Liability clause of this contract, all unresolved disputes relating to this agreement shall be submitted for arbitration in accordance with (AAA) American Association of

Arbitrators and pursuant to the Federal Arbitration Act then in effect with costs shared equally. This provision shall be specifically enforceable and damages for breach of this provision shall include but not be limited to court costs and attorney's fees.

## 9. SEVERABILITY

If any court of competent jurisdiction determines that any section, provision or part of this Agreement is void, unenforceable, or contrary to Texas law, the remaining sections of this Agreement shall remain in full force and effect.

## 10. RIGHT OF PUBLICATION

Possession of this report does not carry with it the right of publication. This inspection report may not be used for any purpose or by any person other than the party to whom it is addressed without the written consent of the inspector. None of the contents of this inspection report, parts or components of this report or a copy of this report shall be conveyed to the public through any means, purpose or venue without the written consent and approval of the inspector. Parts of the report may be protected by Federal copyrights.

## 11. LIMITATION AND EXCLUSION CLAUSE

The Client expressly acknowledges and agrees that the following are not included in the scope of the inspection and the inspection report and further acknowledges that the Inspector makes no representations or warranties as to these parts, components or systems. THE FOLLOWING SYSTEMS, ITEMS, AND CONDITIONS WHICH ARE NOT WITHIN THE SCOPE OF THE BUILDING INSPECTION INCLUDE BUT ARE NOT LIMITED TO:

- 1) boring, digging or probing the soil or structure
- 2) location or effects of geological faults or of any underground structure or object
- 3) any part, component or system concealed by wall coverings, furniture, fixtures, ceiling coverings or floor coverings,
- 4) location of gas lines and/or systems
- 5) presence of asbestos and/or radon gas
- 6) CSST (Corrugated Stainless Steel Tubing) gas pipes and bonding of CSST
- 7) lead based paint and/or products made from or containing lead
- 8) tainted or Chinese drywall
- 9) adequacy of site drainage
- 10) opinions relating to compliance with any specifications, legal and/or code requirements or restrictions of any kind, and
- 11) determination of the presence or health effects of molds, mildew, allergen, carcinogen or pathogen, etc.

The following items are beyond the scope of this inspection and will not be inspected unless otherwise specifically stated in this report: Underground items (such as utilities), gas lines, sewer or drain systems, fuel quality, environmental items (such as fuel tanks), telephone systems, television and/ or satellite systems, elevators, central vacuum systems, detached structures, bulkheads / docks and piers, fences / yard enclosures; underwater electrical equipment, circuits or components; intercoms, sound systems, security and fire and/or smoke detection systems, fire sprinkler systems, water-conditioning equipment, drain or waste ejector pumps, water mains, sewer systems, water wells / springs, lawn sprinkler systems, swimming pools, spas, hot tubs, saunas, steam baths, fountains, waterfront structures and equipment, solar systems, outdoor cooking equipment, free-standing appliances, playground equipment, or personal property.

**No environmental inspections of any kind were performed during this inspection. Even if comments are made regarding certain aspects or issues, inspections and/or any determination of the presence or possible dangers of materials organisms or microbial organisms including, but not limited to Chinese drywall, asbestos, lead, formaldehyde, mildew, molds, fungi, etc. are specifically excluded from the inspection and from this report. No intrusive tests or methods damaging to sound materials were employed. No indoor air quality test was performed. If you have any concerns over the presence or possible future growth of any of these type items, you should, as part of your due diligence, have the environmental inspections of your choice performed on the house prior to closing.**

## 12. PERSONAL SAFETY

We are not responsible for another participant's personal safety during the inspection process. Client, their representative's, or others participation shall be at his/her own risk for falls, injuries, property damage, etc. We reserve the right to refuse service to anyone for any reason.

## 13. TOTAL AGREEMENT

This Agreement, including the terms and conditions on all pages, 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.

#### 14. ACKNOWLEDGMENT

The undersigned has reviewed this document, understands its content and agrees to the terms and conditions contained. The client further represents and warrants that he or she has full and complete authority to execute this contract on behalf of any spouse or significant other or any other person with claim to title or occupancy and to fully bind any spouse or significant other or any other person with claim to title or occupancy to all terms, conditions, exclusions and limitations of this agreement. The report adheres to the "TREC" Texas Real Estate Commission "Standards of Practice" which is readily available at <http://www.trec.state.tx.us>.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Fred Willcox  
President

Willcox Inspections LLC

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

If after walking thru the property with the inspector, if you are in anyway dissatisfied with the services provided by Willcox Inspections LLC you are under no obligation to pay the inspection fee. No written report will be provided unless and until the inspection fee is paid.