

**VISUAL INSPECTION AGREEMENT**  
**PLEASE READ THIS AGREEMENT CAREFULLY**  
**THIS AGREEMENT SUPERCEDES ALL PREVIOUS COMMUNICATIONS**

**THIS COPY RETAINED BY INSPECTOR**

Property:

Client:

Inspection fee:

Paid by: Client

Date paid:

Payment method:

THIS AGREEMENT to inspect is made and entered into by and between Michael McGuire, TREC # 9574, of Secure Inspections, referred to as "Inspector", and \_\_\_\_\_, referred to as "Client".

1. The Client will pay the sum of \$\_\_\_\_\_ for the inspection of the "Property", being the residence, and attached garage or carport if applicable, located at \_\_\_\_\_. The inspection fee is based on a single visit to the property; additional fees may be charged for any subsequent visits required by the Client. If the Inspector is called upon to prepare for litigation or give testimony or deposition as a result of the inspection, additional fees shall be charged at the Inspector's then current hourly rate for any time spent, including, but not limited to, research, consultation, additional inspection time, preparation of reports, travel, time waiting to testify or be deposed, and court appearances.
2. The Inspector will perform a limited visual inspection in accordance with the Texas Real Estate Commission's Standards of Practice. The Inspector will render an opinion and prepare a written report of the apparent condition of the readily accessible installed systems, parts and components of the property existing on the day and at the time of the inspection. All mechanical and electrical equipment, systems and appliances are operated in normal modes and operating range at the time of the inspection. Defects and deficiencies of areas, systems, items, and components that are not exposed to view, inaccessible, and/or concealed are specifically excluded from the inspection. The report will specifically indicate which systems, parts, and components have or have not been inspected, not present on the property, and/or not functioning or in need of repair.
3. The "Texas Real Estate Commission Standards of Practice for Home Inspectors" (the "Standards") shall define the standard of duty and the conditions, limitations, and exclusions of the inspection and are incorporated by reference herein. If a specific provision imposes more stringent standards or administrative rule, then the specific provision shall define the standard of duty and the conditions, limitations and exclusions of the inspection.
4. The Inspector and its employees and/or agents assumes no liability or responsibility for the costs of repairing or replacing any unreported defects and/or deficiencies, either current or arising in the future, or any property damage, consequential damage, or bodily injury of any nature. In the event of a claim by the Client that an installed system or component was not in the condition reported by the Inspector, the Client agrees to notify the Inspector in writing at least ten (10) days prior to repairing or replacing the system or component. If repairs or replacement is done without giving the Inspector the required notice, the Inspector will have no liability to the Client. The Client agrees that the Inspector is only liable up to the sum paid for the inspection and only if there has been a complete failure to follow the "Standards" or State law. The Client agrees to assume the risks of all losses greater than the sum paid for the inspection and agrees to accept an immediate refund of the sum paid as full settlement of any and all claims that may arise from the inspection.
5. The Inspector is not an insurer or guarantor against defects in the structure, items, components or systems inspected. THE 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. Systems, items, and conditions which are NOT within the scope of the inspection include, but are not limited to: radon gas, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, fungi, mildew, moisture, indoor air quality and other environmental hazards; pest, insect, and rodent infestation/presence; security and fire protection systems; central air conditioning systems when outside temperature is below 65° F; internal components of the HVAC system to include evaporators, fan assemblies, and heat exchangers; household appliances not listed in the report; humidifiers; paint, wallpaper and other treatments to windows, interior walls,

ceilings and floors; recreational equipment or facilities; underground storage tanks; energy efficiency measurements; septic systems; water wells; heating and cooling system accessories; propane tanks; gas lines other than those attached to appliances; solar heating systems; sprinkler systems; swimming pools; water softeners; central vacuum systems; telephone, intercom or cable TV systems; antennae; lightning arrestors; trees or plants; recalls; EIFS; homeowner association rules and regulations; building, electrical, mechanical or plumbing codes established by municipal ordinances on any existing structures or other governing codes, ordinances, statutes and covenants; and manufacturer specifications. Excluded are assurances of a dry basement or crawl space; also excluded is the assurance that double or triple pane glazing seals in windows are intact. The Inspector will not dismantle any component or system; full evaluation of a heat exchanger requires dismantling of the furnace and is beyond the scope of a visual inspection. The inspector examines a representative sample of components that are identical and numerous, such as electrical outlets, bricks, shingles, windows, etc., and does not examine every single one of these identical items, therefore, some detectable deficiencies may go unreported. Client understands that these systems, items and conditions are excluded from this inspection. Any general comments about these systems, items and conditions are informal only and do NOT represent an inspection unless these are requested as an optional inspection for a fee and included in the property inspection report.

7. 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 the Inspector from any and all damages, expenses, costs and attorney fees arising from such a claim.

8. The Inspector is a home inspection generalist and is NOT acting or representing as a structural engineer, mechanical engineer or expert in any trade or craft. The Client is urged, prior to closing, to have an expert in an appropriate field to examine/evaluate any and all items noted as 'Not Functioning or In Need of Repair' in the inspection report to determine the full extent of the condition.

9. The Inspector does NOT perform Wood Destroying Insect (WDI) inspections.

10. Any dispute, controversy, interpretations or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to, this contract or arising out of, from or related to the inspection or inspection report shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of a recognized arbitration association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The decision of the Arbitrator appointed there under shall be the final and binding judgment on the Award may be entered in any Court of competent jurisdiction. Any claims must be presented within one year from the date of inspection; Inspector shall have no liability for any claims presented more than one year after the date of the inspection.

LIMITATION ON LIABILITY

INSPECTOR'S LIABILITY FOR ERRORS OR OMISSIONS IN THIS INSPECTION REPORT IS LIMITED TO A REFUND OF THE FEE PAID FOR THIS INSPECTION AND REPORT. THE LIABILITY OF INSPECTOR'S PRINCIPALS, AGENTS, AND EMPLOYEES IS ALSO LIMITED TO THE FEE PAID. THIS LIMITATION APPLIES TO ANYONE WHO IS DAMAGED OR HAS TO PAY EXPENSES OF ANY KIND BECAUSE OF MISTAKES OR OMISSIONS IN THIS INSPECTION AND REPORT. THIS LIABILITY LIMITATION IS BINDING ON CLIENT AND CLIENT'S SPOUSES, HEIRS, PRINCIPALS, ASSIGNS AND ANYONE ELSE WHO MAY OTHERWISE CLAIM THROUGH CLIENT. CLIENT ASSUMES THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION. CLIENT AGREES TO IMMEDIATELY ACCEPT A REFUND OF THE FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM THIS INSPECTION.

This Agreement represents the entire agreement and there are no other agreements either written or oral. This Agreement shall be amended only by written agreement signed by both parties.

By initialing here (\_\_\_\_), you authorize us to distribute copies of the property inspection report to the real estate agents directly involved in this transaction, who are not beneficiaries of the report, intended or otherwise.

By signing below you acknowledge that you have read, understand and agree to the scope of the inspection and agree to all of the terms and conditions of this contract.

Client: \_\_\_\_\_ Date: \_\_\_\_\_  
Client: \_\_\_\_\_ Date: \_\_\_\_\_  
Inspector: \_\_\_\_\_ Date: \_\_\_\_\_