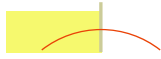
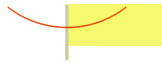


**Please read prior to the inspection - copy will be provided at inspection for client signature**



HomeSafe Inspections



## **INSPECTION AGREEMENT**

**This INSPECTION AGREEMENT (hereinafter “Agreement”) is entered into on this the \_\_\_\_\_ between Mike Wortman - #6580 (hereinafter “Inspector”) & (hereinafter “Client”). The Property to be inspected is (hereinafter “Property”), Texas  
Date of Inspection: (see inspection appointment email for confirmed date)  
Inspection Fee: \$ (see inspection appointment fee schedule)**

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING**

### **I. Scope of Services**

- A.** In exchange for the Inspection Fee paid by Client, the Inspector agrees to provide the Client with an Inspection Report setting out the Inspector’s professional opinions concerning the condition of the property further described in the report. The inspection will be performed in accordance with the standards of practice promulgated by the Texas Real Estate Commission. Inspector will attempt to identify major defects and problems with the Property. **However, Client acknowledges that the Inspection Report may not identify all defects or problems.**
- B.** The inspection is limited to those items which can be seen, easily accessed and/or operated by the Inspector at the time of the inspection as set out in the Inspection Report. Inspector will not remove walls, floors, wall coverings, floor coverings and other obstructions in order to inspect concealed items. System and conditions which are not specifically addressed in the Inspection Report are excluded.
- C.** The Inspector may indicate one of the following opinions of the Inspector regarding a particular item:
1. The item is performing its intended function at the time of the inspection;
  2. The item is found deficient; or
  3. Not inspected at time of inspection.
  4. Not present at time of inspection.

### **II. Inspection Report**

- A.** The Inspection Report provided by the Inspector will contain the Inspector’s professional, good –faith opinions concerning certain deficiencies of observable items. All statements in the report are the Inspector’s opinions and should not be construed as statements of fact or factual representations concerning the Property. **By signing this Agreement, the Client understands that the services provided by the Inspector fall within the Professional Services Exemption of the Texas Deceptive Trade Practices Act (“DTPA”) and agrees that no cause of action exists under the DTPA related to the services provided.** Unless specifically stated, the report will not include and should not be read to indicate opinions as to the environmental conditions, presence of toxic or hazardous waste or substances, presence of termites or other wood-destroying organisms, or compliance with codes, ordinances, statutes or restrictions or the insurability, efficiency, quality, durability, future life or future performance of any item inspected.
- B.** The Inspection Report is not a substitute for disclosures by sellers and real estate agents. Said disclosure statements should be carefully read for any material facts that may influence or effect the desirability and/or market value of the Property.
- C.** As noted above, the Inspection Report may state that further evaluation of certain items is needed by an expert in the field of the item inspected. By signing this Agreement, Client acknowledges that qualified experts may be needed to further evaluate such items as structural systems, foundations, grading, drainage, roofing, plumbing, electrical systems, HVAC, appliances, sprinkler systems, fire /smoke detection systems, septic systems and other observable items as noted in the report.

**Please read prior to the inspection - copy will be provided at inspection for client signature**

**III. Disclaimer of Warranties**

The inspector makes no guarantee or warranty, express or implied, as to any of the following:

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

**IV. LIMITATION OF LIABILITY**

**By signing this Agreement, Client acknowledges that the Inspection Fee paid to the Inspector is nominal given the risk of liability associated with performing home inspections if liability could not be limited. Client acknowledges that without the ability to limit liability, the Inspector would be forced to charge Client much more than the Inspection Fee for the Inspector's services. By signing this Agreement, Client agrees to liability being limited to the amount of the Inspection Fee paid by the Client.**

INITIALED BY CLIENT: \_\_\_\_\_

**V. Dispute Resolution**

In the event a dispute arises regarding an inspection that has been performed under this agreement, the Client agrees to notify the Inspector within ten (10) days of the date the Client discovers the basis for the dispute so as to give the Inspector a reasonable opportunity to re inspect the property. Client agrees to allow re-inspection before any corrective action is taken. Client agrees not to disturb or repair or have repaired anything which might constitute evidence relating to a complaint against the Inspector. Client further agrees that the Inspector can either conduct there inspection himself or can employ others (at Inspector's expense) to re inspect the property, or both. **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 arbitration administered by the American Arbitration Association ("AAA") pursuant to Chapter 171 of the Texas Civil Practice & Remedies Code and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA.**

**VI. Attorney's Fees**

The Inspector and the Client agree that in the event any dispute or controversy arises as a result of this agreement, and the services provided hereunder, the prevailing party in that dispute shall be entitled to recover all of the prevailing party's reasonable and necessary attorneys' fees and costs incurred by that party.

**VII. Exclusivity**

The Inspection Report is to be prepared exclusively for the Client named and is not transferable to anyone in any form. Client gives permission for the Inspector to discuss report findings with real estate agents, specialists, or repairpersons for the sake of clarification. A copy of the Inspection Report may be released to the selling representative.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS CONTRACT AND THE ATTACHED DOCUMENTS, IF ANY; THAT I UNDERSTAND THE TERMS AND CONDITIONS AND THAT I AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF CLIENT IS MARRIED, CLIENT REPRESENTS THAT THIS OBLIGATION IS A FAMILY OBLIGATION INCURRED IN THE INTEREST OF THE FAMILY.

**CLIENT: Inspector will bring copies to inspection for signature – if you are unable to attend the inspection – acceptance of the inspection report will be considered as acceptance of the inspection agreement**

**INSPECTOR: Mike Wortman (signature on file) TREC # 6580**



# National Association of Certified Home Inspectors

[www.nachi.org](http://www.nachi.org)

[www.findaninspector.us/](http://www.findaninspector.us/)

HomeSafe Inspections – 817-475-1199 – [homesafe@swbell.net](mailto:homesafe@swbell.net)

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## What Really Matters

Buying a home? The process can be stressful. A home inspection is supposed to give you peace of mind, but often has the opposite effect. You will be asked to absorb a lot of information in a short time. This often includes a written report, checklist, photographs, environmental reports, and what the inspector himself says during the inspection. All this combined with the seller's disclosure and what you notice yourself makes the experience even more overwhelming. What should you do?

Relax. Most of your inspection will be maintenance recommendations, life expectancies and minor imperfections. These are nice to know about. However, the issues that really matter will fall into four categories:

1. Major defects. An example of this would be a structural failure.
2. Things that lead to major defects. A small roof-flashing leak, for example.
3. Things that may hinder your ability to finance, legally occupy, or insure the home.
4. Safety hazards, such as an exposed, live buss bar at the electric panel.

Anything in these categories should be addressed. Often a serious problem can be corrected inexpensively to protect both life and property (especially in categories 2 and 4).

Most sellers are honest and are often surprised to learn of defects uncovered during an inspection. Realize that sellers are under no obligation to repair everything mentioned in the report. No home is perfect. Keep things in perspective. Don't kill your deal over things that don't matter. It is inappropriate to demand that a seller address deferred maintenance, conditions already listed on the seller's disclosure, or nit-picky items.

**HomeSafe Inspections**  
561 Ellis Drive, Weatherford, Texas  
817-475-1199  
[homesafe@swbell.net](mailto:homesafe@swbell.net)



## TEXAS REAL ESTATE CONSUMER NOTICE CONCERNING HAZARDS OR DEFICIENCIES

Each year, Texans sustain property damage and are injured by accidents in the home. While some accidents may not be avoidable, many other accidents, injuries, and deaths may be avoided through the identification and repair of certain hazardous conditions. Examples of such hazards include:

- improperly installed or missing ground fault circuit protection (GFCI) devices for electrical receptacles in garages, bathrooms, kitchens, and exterior areas;
- improperly installed or missing arc fault protection (AFCI) devices for electrical receptacles in family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sunrooms, recreations rooms, closets, hallways, or similar rooms or areas;
- ordinary glass in locations where modern construction techniques call for safety glass;
- the lack of fire safety features such as smoke alarms, fire-rated doors in certain locations, and functional emergency escape and rescue openings in bedrooms;
- excessive spacing between balusters on stairways and porches;
- improperly installed appliances;
- improperly installed or defective safety devices; and
- lack of electrical bonding and grounding.

To ensure that consumers are informed of hazards such as these, the Texas Real Estate Commission (TREC) has adopted Standards of Practice requiring licensed inspectors to report these conditions as "Deficient" when performing an inspection for a buyer or seller, if they can be reasonably determined.

These conditions may not have violated building codes or common practices at the time of the construction of the home, or they may have been "grandfathered" because they were present prior to the adoption of codes prohibiting such conditions. While the TREC Standards of Practice do not require inspectors to perform a code compliance inspection, TREC considers the potential for injury or property loss from the hazards addressed in the Standards of Practice to be significant enough to warrant this notice.

Contract forms developed by TREC for use by its real estate licensees also inform the buyer of the right to have the home inspected and can provide an option clause permitting the buyer to terminate the contract within a specified time. Neither the Standards of Practice nor the TREC contract forms requires a seller to remedy conditions revealed by an inspection. The decision to correct a hazard or any deficiency identified in an inspection report is left to the parties to the contract for the sale or purchase of the home.

This form has been approved by the Texas Real Estate Commission for voluntary use by its licensees. Copies of TREC rules governing real estate brokers, salesperson and real estate inspectors are available at nominal cost from TREC. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>)