

INSPECTION AGREEMENT Rev. 7/15/2019

LONE STAR HOME INSPECTIONS

R.T.(Tommy) Utterback, licensed home inspector # 2414

By my Standards of practice and requirements by my insurance company, I Lone Star Home Inspections am required to have a written contract/agreement with my clients as follows.

The Parties agree to the following:

Hereinafter, Inspector also known as, Lone Star Home Inspections and the Client, named on the inspection report, collectively referred to herein as "the parties". The Parties understand and voluntarily agree as follows:

Date:

Clients:

and Lone Star Home Inspections.

Property Address:

Fee for Inspection Is: \$

Type of Inspection:

Parties including (CLIENT) agree to the terms of this contract.

1. INSPECTOR agrees to perform a limited visual inspection of the home/building and to provide client with a written 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.

2. Unless otherwise inconsistent with this agreement or not possible, inspector agrees to perform the inspection in accordance with the current Standards of Practice of the Washington State Standards of Practice <https://www.dol.wa.gov/business/homeinspectors/>

Although inspector agrees to follow Washington State Standards of Practice, client understands that these standards contain limitations, exceptions, and exclusions. Unless otherwise indicated below, client understands that inspector will NOT be testing for the presence of radon – a colorless, odorless, radioactive gas that may be harmful to humans unless otherwise indicated below, client understands that inspector will NOT be testing for mold. Unless otherwise indicated in a separate writing, client understands that inspector will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations. Inspector will NOT be testing for the presence of termites and/or wood destroying insects of any kind. Evaluation of minor, easily correctable or cosmetic deficiencies is not the intent of the inspection or the report.

3. The inspection and report are for the use of client only, who gives inspector permission to discuss observations with real estate agents, owners, repair persons, and other interested parties. Inspector shall be the sole owner of the report and all rights to it. Inspector accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release inspector (including employees and business entities) from any liability whatsoever. Inspector's inspection of the property and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law. If any structure or portion of any structure that is to be inspected is a log home, log structure or includes similar log construction, client understands that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them. Therefore, the scope of the inspection to be performed pursuant to this agreement does not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.

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 and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the inspectors 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. 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 agreed fee payable in full at time of inspection.

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.

6. In the event of a claim against inspector, client agrees to supply inspector with the following: (1) written notification of adverse conditions within 14 days of discovery; and (2) access to the premises. 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 claims against inspector in a court of law, client agrees to pay all legal costs, expenses and fees of inspector in defending said claims. No such action may be filed unless the plaintiff has first provided Lone Star Home Inspections with 30 days' written notice of the nature of the claim. In any action against inspector, client waives trial by jury.

8. If any court declares any provision of this Agreement invalid, 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 shall be enforceable against any party unless it is in writing and 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 agreed upon fee to inspector is due prior to 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 named on the Inspection Report of this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

10. If client requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.

11. This Agreement is not transferable or assignable.

12. Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.

13. Inspector may provide additional provisions below to this agreement and as part of this inspection report.

14. HOLD HARMLESS AGREEMENT: CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the inspector or his employees or visitors or of independent contractors engaged or paid by inspector for the purpose of inspecting the subject home.

15. IF CLIENT CHOOSES THE "Preoffer Consultation" OPTION: A limited, generalized inspection with "VERBAL" report will be performed on the home. Limited in Scope Including but not limited to only the major systems/component's of the home. ie: Roof, Foundation, Exterior walls, HVAC, Electrical Service, Major Plumbing/flow test and drainage and any other major deficiencies the inspector might deem important enough to report to the client including any safety hazards found.

Preoffer consultations are conducted only prior to mutual acceptance.

CLIENT AND OR CLIENT'S REPRESENTATIVE, HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT. CLIENT AND OR REPRESENTATIVE , AGREES TO ACCEPT THE TERMS OF THIS AGREEMENT VIA ELECTRONIC MAIL AND/OR OTHERWISE DELIVERED.