

BASIC INSPECTION SERVICE AGREEMENT

This **AGREEMENT** is made on _____ between

DAVISON REAL ESTATE INSPECTIONS and _____
(hereinafter "DRI") (hereinafter "The Client").

The purpose of this written instrument is to describe all of the terms of this agreement, including a description of the consulting services that DRI has agreed to perform for the Client, what the Client will pay in exchange for those services, and all of their respective rights and obligations to which they have agreed.

SCOPE: The inspection to be performed is **LIMITED** to those reasonably accessible items (or parts of items) which can be seen or operated by the inspector at the time of the inspection. The inspection intends to reduce risk but will not eliminate risk; therefore, the inspection to be done may not identify all items in need of repair. Client agrees that the scope of the inspection services to be provided is defined and limited according to the laws of Texas: Texas Civil Statutes, Article 6573a, # 22, TAC Section 535.222 (Standards of Practice). Client(s) should go to www.trec.state.tx.us for copies of the Standards.

This inspector will perform a **GENERAL INSPECTION** and is not a specialist in any item or system inspected. The inspection report will contain the **OPINION OF THE INSPECTOR**. A qualified specialist should be consulted to make further inspections on any item or system before relying solely upon this report. The Client should not rely solely upon this report.

The **SCOPE** of this inspection is **LIMITED and EXCLUDES** the following, including but not limited to: Information Concerning Any Manufacturer's Recalls of Any Component or Equipment, Cosmetic Damage/Paint, Code Compliance's, Zoning Ordinance Violations, Deed Restrictions, Warranties/Guarantees, Manufacturers Installations, Through-Wall Cooling Equipment (window units), Geological Conditions (**including Fault Lines**), Expected Life of Property; Elevators, Systems; or Equipment, Out Buildings, not a Board-by-Board/Brick-by-Brick Inspection, Wall/Ceiling Voids, Fences, Operate All Windows, Future Performance, Habitability, Gas Furnace Heat Exchangers, Hot Water Re-circulating Pumps, Refrigeration Equipment, Laundry Equipment, Value of Property, Latent Defects, Underground Drainage, Timer Devices, Intercom System, Insurability, Photocells, Re-inspection of Repairs, Outdoor Cooking Equip., **Toxic (pollutants/mold) or Hazardous Material**, Gas Lines (pipes), Shower Pan Leaks/Testing, Estimate of Repair, Television/Telephone Equip., Landscape Lighting, Lift Up and View Under Attic Insulation, Smoke Detectors that are integrated into Built-In Security Systems, Fire Sprinkler System and Solar Heating Systems. Inspecting for interior slab cracks, and other items hidden from view, swimming pools/spas, septic systems, wood damaging insects. The Client is urged to contact a competent specialist if information, identification or testing of any of the above items is desired PRIOR to purchasing the property.

LIMITATION ON LIABILITY: This limitation applies to anyone damaged or expenses of any kind incurred due to Errors or Omissions in this inspection and report. This liability limitation is binding on the Client, Client's spouse, heirs, principals, assigns and all other who may otherwise claim through client. Client assumes the risk of all losses greater than the fee paid for the inspection. 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. Payment in full for this report shall constitute acceptance of the limitations as set out in this agreement and the body of this report. Client understands and agrees that any claim arising out of or related to any act or omission of DRI in connection with the inspection of the residential structure, as limited herein, shall be made in writing and reported to DRI within ten (10) business days of discovery. Client further agrees to allow DRI to re-inspect the claimed discrepancy, with the exception of emergency conditions, before Client or Client's agents, employees or independent contractor's repair, replaces, alters or modifies the claimed discrepancy. Client understands and agrees that any failure to notify DRI as stated above shall constitute a waiver of any and all claims Client may have against DRI.

NOTICE OF BINDING ARBITRATION: In the event of a dispute between parties relating to this agreement, the parties or their representatives will meet promptly in an effort to resolve the dispute amicably. Upon the request of any party to this agreement, all unresolved disputes (not limited to breach of contract action) relating to this agreement and not barred by the application limitations period, except those claims by seller or creditor against a buyer or debtor for payment on an account under Rule 185 of the Texas Rules of Civil Procedure, shall be submitted for binding arbitration in accordance with the Better Business Bureau Rules of Arbitration then in effect, and then neither party shall have the right to bring suit in court.

EXCLUSIVITY: The report is prepared exclusively for the client named and is not transferable to anyone in any form. Client gives permission for DRI to deliver report to real estate agents, and to discuss report findings with real estate agents and/or repair persons for sake of clarification.

Client Initials **X** _____ (date) _____

COMPLETE AGREEMENT: Both DRI and Client acknowledge that this written instrument correctly and completely describes all of the terms of their agreement by signing their names on the spaces below. Also, the Client understands and acknowledges that in the event that clients fail to sign name in the space below, DRI will be performing based upon, and with the understanding that, in spite of the lack of written signatures, this written instrument correctly contains all of the terms of this agreement between DRI and Client, unless some other written instrument reflecting different terms is signed by both DRI and the 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 parties. A copy of this Service Agreement was available for prior review at the Inspection Company web site located at: www.davisoninspections.com

UTILITIES: The gas, electricity, and water (utilities) should be on to the property for the inspection. Pilot lights must be "lit" in order to inspect gas water heater and furnace (inspectors are not licensed by the State to light pilot's). If inspector arrives at the subject property, and the inspection needs to be rescheduled for utilities that are not on, the client may be charged a **FULL inspection return trip charge.**

If any portion of this agreement is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in full force between the parties.

ACKNOWLEDGMENT: The undersigned have reviewed this document, understand its contents and agree to the terms and conditions contained herein. In the absence of the Customer to sign this agreement prior to or at the time of the inspection, scheduling of the inspection, acceptance of the report, and/or payment for the inspection is an acknowledgment, acceptance, and agreement by the client to the terms of this agreement, and acknowledges that the inspection includes only those items listed, mentioned and specified in the report.

FEE: (payable at the time of the inspection) \$ _____ Check # _____

The inspection is limited to what is visible at the time of the inspection.

Subject Property Address: _____

Customer: **X** _____ Date _____

(If this is a joint purchase, signer represents actual authority to sign for all parties.)

INSPECTOR _____ Date _____

**Don Davison for Davison Real Estate Inspections
TREC LIC. NO. 9825**

**ADDENDUM TO
BASIC INSPECTION
SERVICE AGREEMENT**

This **AGREEMENT** is made on _____ between

DAVISON REAL ESTATE INSPECTIONS and _____
(hereinafter "DRI") ("The Client").

The purpose of this written instrument is to describe all of the terms of this agreement, including a description of the consulting services that DRI has agreed to perform for the Client, what the Client will pay in exchange for those services, and all of their respective rights and obligations to which they have agreed. This is in addition to the Basic Inspection at the request of the Client.

The **SCOPE** of the inspection is **LIMITED and EXCLUDES** swimming pools/spas, septic systems, wood damaging insects, out buildings, foundation mapping... but for this inspection the Client has requested that RDI include the following with this Basic Inspection.

_____ should be added to this inspection as is defined and limited according to the laws of Texas: Texas Civil Statutes, Article 6573a, # 22, TAC Section 535.222 (Standards of Practice), for the additional fee as listed below:

FEE: (payable at the time of the inspection) \$ _____ Check # _____

Subject Property Address: _____

Customer: **X** _____ Date _____

(If this is a joint purchase, signer represents actual authority to sign for all parties.)

INSPECTOR _____ Date _____

Don Davison for Davison Real Estate Inspections
TREC LIC. NO. 9825