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Inspection Authorization and Service Agreement

CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT BEFORE SIGNING IT

1. **PARTIES:** _____ (Client) agrees to hire **Guided Inspections** (inspector) to inspect the property, located at _____ on a date and time to be mutually agreed upon.

2. **SCOPE OF INSPECTION:** Guided Inspections will conduct a practical, non-invasive inspection of the property performed in accordance with the Standards of Practice of the Texas Real Estate Commission (<http://www.trec.state.tx.us>). The Inspector will provide the Client a written inspection report identifying **visually observable**, major deficiencies of the inspected systems and components that exist at the time of the inspection.

The inspector will use his best efforts to identify **material defects** of the property, in items specifically cited on this report that will reduce, but cannot eliminate, the Client's risk. A material defect is a common condition that, in one way or another, affects the value, desirability, habitability, or safety of the property. The inspection is limited to areas and components that are readily accessible. No destructive testing or dismantling is done and hidden, blocked, or otherwise inaccessible areas are not inspected. The Client acknowledges that, because of this, it is impossible for the inspector to observe every square inch of the property, and that the inspector could fail to see or note a defect.

Any item not specifically noted in the report was not inspected; therefore, no opinion is given as to its presence or condition. The following lists some, but not necessarily all, items routinely not inspected.

Geological and soil conditions/ building codes or zoning ordinance violations (although codes may be referred to for clarity)/ building value appraisal or cost estimates, water wells, below ground septic or drainage systems, structural stability or engineering analysis/ adequacy, efficiency, life expectancy of systems or components (except as required by Standards)/ termites, pests, or other wood destroying organisms/ pools, spas, saunas, steam baths and their fixtures or piping/ wiring or components related to security systems/ intercoms/ cable or satellite television/ audio or computer systems/ solar systems/ water softeners, filters, or purifiers/ portable appliances or air conditioning units/ radio or time controlled devices/ elevators or lifts/ dumbwaiters/ automatic gates/ thermostatic devices/ recreational playground facilities/ any and all items to be considered cosmetic. Any comments regarding excluded items mentioned above are for informational purposes only and are not a required part of the inspection.

The inspection and report do not address, and are not intended to address, the possible presence of, or danger from asbestos, radon gas, lead paint, urea formaldehyde, soil contamination, absence / presence / condition of buried storage tanks, pesticides, toxic or flammable chemicals, water or airborne related illness or disease, and all other similar or potentially hazardous substances and conditions. The Client is urged to contact a competent specialist if information, identification, or testing of the above is desired.

3. **EXCLUSIVITY:** The inspection and report are performed and prepared for the sole, confidential, and exclusive use and possession of the Client. Guided Inspections accepts no responsibility for use or misrepresentation by any third parties. However, the Client can initial below in the designated blank to authorize Guided Inspections to deliver a copy of the summary report to the Clients' appointed agent (and to discuss the contents of the report with that agent), or initial to decline authorization. Authorization applies only to the agent listed below.

I hereby authorize / decline to authorize **Guided Inspections** to deliver a copy of the inspection report to my appointed agent _____ upon completion, and to discuss the contents of the report with that agent, on my behalf. (Realtor, Builder, etc.)

Initial here to authorize _____ Initial here to decline authorization _____

4. **DISCLAIMER OF WARRANTY:** The inspection report is valid at the time of inspection. Client is purchasing an opinion, not a warranty. No warranties or guarantees are expressed or implied as a result of the inspection. Specifically there is:
 - no warranty or guarantee that all defects are reported or that Guided Inspections will pay for repair of unreported defects.
 - no warranty or guarantee that any item inspected is designed or constructed in a good and workmanlike manner.
 - no warranty or guarantee that any item performing when inspected has any future life beyond the time of inspection.
 - no warranty or guarantee that any inspected item has any specific value, can be insured, or is suitable for any purpose.

5. **NO RELIANCE ON ORAL STATEMENT:** The Client agrees that Guided Inspections' PROPERTY INSPECTION REPORT constitutes the sole source of opinions and communications from Guided Inspections on which the Client may rely. The Client agrees that no representation, statement, or communication by Guided Inspections' inspectors is binding unless it appears in writing in Guided Inspections' PROPERTY INSPECTION REPORT.

6. **LIMITATION OF LIABILITY:** In the event that a complaint, dispute, or disagreement develop or arise as a result of this inspection, the Client agrees to notify Guided Inspections by telephone and in writing of any item in question no later than one year following the date of inspection or ten (10) days after the Clients discovery of the problem, whichever is earlier, and to allow Guided Inspections access to the property to evaluate such items **before** corrective action is taken (except in cases of emergency). The Client understands and agrees that any repairs or corrective action disturbing evidence relating to the complaint taken without first consulting Guided Inspections relieves Guided Inspections of any and all liability. The Client understands and agrees that Guided Inspections' liability is strictly limited to items inspected and specifically noted in the report; and, that any damages and/or judgment payable to the Client by Guided Inspections shall be limited solely and exclusively to the fee paid for the inspection or \$1000.00, whichever is less.

Be advised that the Texas Real Estate Commission (TREC), PO Box 12188, Austin TX 78711, telephone (512) 459-6544, maintains a Real Estate Inspection Recovery Fund to reimburse aggrieved persons who suffer actual damages from a licensed inspector's prohibited acts. Details can be found at the TREC website, <http://www.trec.state.tx.us>.

7. **DISPUTE RESOLUTION:** Parties agree to submit any dispute arising out of any statute, contract or tort resulting from or relating to the inspection to binding and nonappealable arbitration before a mutually agreed upon arbitrator in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and conclusive. The prevailing party in the arbitration, or any legal proceeding, resulting from this contractual relationship shall be entitled to an award of his attorney's fees, expenses, and costs. The venue for arbitration, or any legal proceeding, shall be in Travis County, Texas. By this provision the parties waive their rights to a jury trial on all such matters determined by arbitration.

8. **SEVERABILITY:** The Client and Guided Inspections agree that should a Court of Competent Jurisdiction determine and declare that any portion of this contract is void, voidable, or unenforceable, the remaining portions and provisions shall remain in full force and effect.

9. **ACCEPTANCE:** The Client is strongly encouraged to be present at and participate in the inspection process. The physical inspection of the property is an extremely valuable opportunity to gather specific details about the property and to see where items in the report are applicable. However, if the Client cannot be present and physically sign this Agreement, the Client's receipt of this Agreement before the inspection date and payment for Guided Inspections' services constitutes acceptance of all terms and conditions herein.

10. **INSPECTION FEE:** \$_____ is due and payable at the time of the inspection. Guided Inspections will not release the PROPERTY INSPECTIONS REPORT until inspection fees are paid, unless other arrangements have been made.

BY SIGNING BELOW, I AFFIRM THAT I HAVE THE AUTHORITY TO SIGN FOR ALL PARTIES IDENTIFIED HEREIN AS "CLIENT" AND THAT I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY AGREE TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN. I ALSO AGREE TO CAREFULLY READ AND STUDY THE PROPERTY INSPECTION REPORT TO FULLY UNDERSTAND ITS MEANING AND INTENT BEFORE PURCHASING THIS PROPERTY.

CLIENT _____ **DATE** _____

INSPECTOR _____ **DATE** _____
Jesse Bryant, TREC License #8511

PROPERTY ADDRESS _____