

INSPECTION AGREEMENT

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.

V. Notice to Consumer and Service Recipients

This firm is licensed and regulated by the Texas Real Estate Commission (TREC). TREC administers two recovery funds, which may be used to satisfy judgments against inspectors and real estate licensees involving violation of the law. Complaints or inquiries should be directed to:

Texas Real Estate Commission
P.O. Box 12188
Austin, TX 78711-2188
(512) 465-3960

VI. Fee or Other Valuable Consideration Disclosure

Houston Inspections may accept referral fees or other valuable considerations in this real estate transaction and/or pay a portion of the fees received if an outside contractor has been arranged by Houston Inspections to perform a third party inspection. These third party companies include but are not limited to ADT Security Services, Inc, AQ Testing Services, and Professional Drain Inspectors. By signing below the client(s) is acknowledging being informed of this arrangement between the Houston Inspections and the third party, and consent to these arrangements. Furthermore, by signing this agreement you authorize ADT Security Services, Inc. to call you at the phone number you have provided to discuss a special alarm system offer. Houston Inspections is not liable for work performed by third party contractors.

VII. 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 the re-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.**

VIII. 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.

IX. 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 repair persons 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: _____

DATE: _____

INSPECTOR: _____

DATE: _____