



**Connor Montgomery**  
**TREC Lic #9863**

**SERVICE AGREEMENT**

This Individual is licensed and regulated by the Texas Real Estate Commission (TREC), and conforms to their Standards of Practice for Real Estate Inspections.

Client Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Property Address: \_\_\_\_\_

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I/We hereby request a limited visual inspection of the structure at the above address to be conducted for my/our sole use and benefit. I/We acknowledge reading and agreeing to the conditions. Initial \_\_\_\_\_

**1. Scope of Inspection:**

The inspector will perform a limited visual home inspection to identify general features and major deficiencies of the property.

Limited includes any area, which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other item(s) not included in this inspection. The inspection ***WILL NOT INVOLVE ANY DESTRUCTIVE TESTING OR DISMANTLING***. The client agrees to assume all risk for any/all conditions, which may be concealed from view at the time of inspection. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer of disclosure, which may be required by federal, state or municipal statues. Your inspector is not an insurer and payment is based solely on the value of the service provided by the inspector in the performance of a limited visual inspection of the structure's systems and components. Because of its limited nature, this inspection cannot be expected to uncover all defects and deficiencies within the structure.

**2. Areas outside the Scope of this Inspection:**

Whether or not they are concealed, inspection of areas outside the scope of this inspection is limited. Including, but not limited to: Building code or zoning ordinance violation; geological stability or soil condition; structural stability or engineering analysis; termites, pests, or dry rot; asbestos, radon, formaldehyde, or other environmental hazards; building value appraisal; cost estimates; condition of detached buildings or pools (unless included in the inspection for an additional fee); specific components noted as being excluded on the individual system inspection forms; private water or private sewage system; or any component thereof; swimming pools; spas; hot

tubs; (other than equipment and visible plumbing systems); saunas; steam baths or fixtures and equipment; radio-controlled devices, automatic gates, elevators, lifts or dumb-waiters; thermostatic and time clock controls; water softener systems; solar systems, heat exchanger, freestanding appliances, or other personal property.

Your inspector is a home inspection generalist and is not a licensed engineer or expert in specific crafts. If your inspector recommends consulting other specialized experts, clients should do so at client's expense.

I have read, understand and agree to the above Scope of Inspection.

Initial \_\_\_\_\_.

### **3. Uses by Others:**

The client promises that client has requested this inspection for client's use only and will not disclose any part of the inspect report to any other person with the following exceptions. 1. One copy may be provided to the current seller(s) of the property for their use as part of this transaction only. 2. One copy may be provided to the real estate agent representing the client for use in client's transaction. 3. Upon client's request, a copy of the report may also be provided to a lending institution for use in client's transaction only.

### **4.Limitation on Liability:**

As per the Scope of the Inspection, inspector's liability in this inspection and report is limited to a refund of the fee paid for this inspection and report. The liability of the inspector's principals, agents and associates is also limited to the fee paid. 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 client, client's spouse, heirs, principals, assignees and all others 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 all claims, which may arise from this inspection.

### **5. The Written Report:**

The written report prepared by the inspector shall be considered the final exclusive findings of the inspector. Client understands and agrees they will not rely on any oral statements made by the inspector prior to the issuance of the written report. Client further understands and agrees that the inspector reserves the right to modify the inspection report for a period of time that shall not exceed forty-eight (48) hours after the inspection report has been delivered to the client.

### **6. Arbitration:**

Any claim arising out of, or related to any act or omission by the inspector in connection with the inspection of the residential structure set forth in this Service Agreement shall be made in writing and reported to the inspector within ten (10) business days of discovery. The inspector must be allowed to inspect the claimed discrepancy before repairs or modifications are made. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Association, in Bexar County Texas, and judgment upon the award rendered by the Arbitrator(s).

**7. Water Penetration:**

With any reference to water penetration, or stain noted in this report it is recommended that a qualified professional perform a professional mold/mildew analysis. It should be noted that Mold/Mildew investigations are not included in this report.

**8. Entire Agreement:**

This agreement represents the entire agreement between the parties. No oral agreements, understanding 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.

**9. Interest in Property Inspected:**

The inspector has no present or contemplated future (a ) partnership with Principal Parties nor (b) an interest in the property inspected which could adversely affect the Inspector's ability to perform an objective inspection; and neither the employment of the inspector to conduct the inspection, nor the compensation for it, is contingent on the results of the inspection.

**10. Nondiscrimination Clause:**

The conclusions and recommendations of the report are not based in whole or in part upon the race, color, creed, sex, or national origin of any of the Principle Parties. The Inspector has no personal interest in or bias with respect to the subject matter of the inspection report or any parties who may be part of a financial transaction involving the property.

**11. Terms Remaining in Force:**

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

**12. Payment:**

Payment in full is due upon completion of the inspection. A written report will not be issued until full payment is received.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Client

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Client

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Inspector