

SPACE CITY INSPECTIONS, LLC
VISUAL INSPECTION AGREEMENT
IMPORTANT LIMITATIONS, DEPARTURES AND DISCLAIMERS

I, Bill D. Newhouse, herein after known as the Client, hereby request **Space City Inspections, LLC**, herein after known as the Inspector; to conduct a limited visual inspection of the home located at 1001 Main St., Anytown, TX, 77000 for the purpose of informing me of major deficiencies in the condition of the inspected property. The inspection is to be done on (date)_____ for a fee of _____. I understand the written report is the property of the Inspector and the Client and Clients Representative and shall not be used by or transferred to any other person or company without both the Inspector's and the Clients written consent. *This report is not to be used by any property or home warranty company.* I warrant that I will read the following agreement carefully. I understand that I am bound by all the terms of this contract. I further warrant that I will read the entire inspection report, when I receive it, and promptly call and consult with the Inspector on any questions that I may have.

Scope of Inspection:

The inspection will be performed in accordance with the Texas Real Estate Commission's Standards of Practice regulating Home Inspectors. The report used by the Inspector is the Texas Real Estate Commissions mandated inspection report. The inspector will observe, render an opinion and report which of the parts, components, and systems present in the property have or have not been inspected. All mechanical and electrical equipment, systems and appliances are operated in normal modes and operating range at the time of the inspection. The Inspector may provide a higher level of inspection performance than required by the Texas Real Estate Inspectors Standards of Practice and may inspect parts, components, and systems in addition to those described by the Texas Real Estate Inspectors Standards of Practices. In the event of conflict between a specific provision and a general provision, the specific shall control.

Structural and Mechanical Inspection:

The inspector will report on accessible and visible deficiencies related to the property's structural systems, electrical systems, heating, ventilation and air conditioning systems, plumbing systems and appliances. (Optional systems can be requested at an additional fee.) Conditions beyond the scope of this inspection will be identified in this service contract or in the body of your inspection report. No engineering services are offered or provided. The Inspector is not a structural engineer. This inspection is not an engineering report, and should not be considered one. If any cause of concern is noted on this report, or if you want further evaluation, you should consider consulting with an engineer.

Visual Inspection Agreement:

The building, its components and equipment are to be ready and accessible for inspection on the date and time agreed upon. All utilities and pilot lights must be on and all equipment operational so the total inspection may be completed on the agreed date and time. If reinspections are needed to complete the inspection process, there will be additional fees assessed at a rate not less than half the price of the original inspection fee. The Inspector is not obligated to change light bulbs, light pilots, move furniture, obstructions or floor coverings, or remove panels to inspect any part of the building or its equipment. **The central cooling system shall not be checked in temperatures below 60 degrees and the central heating system shall not be checked in temperatures above 90 degrees. Per Texas Real Estate Commission Inspectors Standards of Practice "full evaluation of the integrity of the heat exchanger requires dismantling of the furnace and is beyond the scope of a visual inspection."** The written report will not substitute for client's personal presence during the inspection. The Client is further urged to make his/her own physical inspection of the dwelling; to personally operate all electrical, mechanical, plumbing fixtures, equipment and systems; become familiar with their proper use and maintenance requirements, and to obtain all operating manuals and warranties with respect there-to; make inquiries as to any previous maintenance problems, repairs and/or replacements of the structural components, equipment and systems of the dwelling, including the roof, foundation, walls and partitions.

Client Initial here _____

The inspection report is not a repair list and is made for the sole purpose of assisting the purchaser to determine the feasibility of purchasing and in no way meant to influence his/her decision to purchase. The scope of this inspection is limited strictly to those items requested and checked in the report. The inspection is intended to be a practical, nondestructive examination of the function of the building, its components and equipment. The examination is limited to visual, audible and operational techniques. **This inspection is not intended to be technically exhaustive, nor is it considered to be a guarantee, home warranty or insurance policy of the future life or failure of the items inspected, either expressed or implied.** The inspector shall not be held responsible or liable for any repairs or replacements with regard to the property, systems, components, or its contents therein. The inspector is neither a guarantor nor insurer. The Inspector will have no liability for latent defects or items intentionally covered, concealed or hidden that cannot be observed by a normal visual inspection, or cannot be determined by normal equipment operation at the time of the inspection. Therefore, the Inspector's liability is specifically limited to those situations where it can be conclusively shown that the mechanical device or structural component inspected was inoperable, in immediate major need of repair or not performing the function for which it was intended at the time of the inspection.

Roofs and roof coverings:

The inspector will decide on an individual basis whether or not to walk on a roof. The inspector will never walk on a slate or tile roof. If the roof is considered by the inspector to be too steep or too high or for any other reason the inspector feels unsafe in walking on it, he may opt to inspect the roof from the ground. The inspector will use binoculars when inspecting roofs from the ground but various conditions such as small lots, multi-faceted roofs, trees and sometimes neighboring houses may prevent the inspector's view of some portions of the roof. The inspector will report only on the portion of the roof which is visible at the time of the inspection. As a general rule roof covering fasteners are not visible without lifting up the material which can cause damage to many types of roof coverings. These fasteners will not be inspected if damage to the covering may occur or if the roof is considered unsafe or inaccessible by the inspector.

The inspector is a home inspection generalist and is not acting or representing himself as a licensed structural engineer, mechanical engineer or expert in any craft or trade. The client is urged, prior to closing, to have an expert in the appropriate field examine any and all items noted as in need of repair in order to determine the full extent of the condition and effect on the value of the property. It is recommended that all repairs be completed by, or under the direction of, a qualified specialist, certified, licensed or bonded in the field of the reported item.

Outside the scope of the inspection:

The Inspector does not take responsibility for reporting noncompliance with any homeowner associations, building, electrical, mechanical or plumbing codes established by municipal ordinances on any existing structure. The inspection and report does not address the possible presence of hazardous gases, or materials that may produce hazardous off gassing such as Chinese drywall, toxic wastes, substances or danger from asbestos, radon gas, lead paints, bacteria's, molds, mildews or fungi, urea formaldehyde, soil contamination and other indoor and outdoor substances. The client is urged to contact a competent specialist if information, identification, or testing of the above is desired.

The inspection does not include any destructive testing or dismantling. Any area(s) which are not exposed to view, is concealed or is inaccessible because of soil, construction, walls, partitions, floors, carpet, ceilings, furnishings and any other condition, item, system or component which by the nature of their location are concealed or otherwise difficult to inspect or which the Inspector cannot visually examine. The Client agrees to assume all risk for all conditions, which are concealed from view at the time of the inspection.

Client Initial here _____

Note: Cabinetry is specifically excluded by the Texas Standards of Practice which governs this inspection. Cabinets are not structural components and are generally considered cosmetic in the same manner as floor, wall or ceiling covering, countertops, etc. Wall-hung cabinets may pose life-safety issues if over filled or poorly secured to the wall. We are not able to determine the design strength of these, whether factory or custom built. Neither are we able to evaluate the manner or effectiveness of the fastening method used. While visible failure of hung cabinets may be reported, we cannot determine failure points or warranty the performance. Care should be exercised in storing items in wall hung cabinets.

Whether or not they are concealed, the following **are outside the scope of the inspection.**

- Items buried or normally covered by construction
- In or below slab and/or sewer leaks
- Past/present or future roof leaks, layers of roofing material
- Detached structures (except basic garages), bulkheads, piers, boat houses, fences, , etc.
- Latent defects, hidden conditions, concrete flat work
- Exterior/Interior painting, paneling and trim
- Floor and wall coverings, window treatments
- Cabinets, counter tops and back splashes
- Presence of termites or other wood-destroying insects, organisms, pest or rodent infestation
- Outside lighting controlled my motion or light sensors
- HVAC heat exchangers, electrical heat strips, humidifiers, electrical filters, damper motors
- Self-cleaning items, solar devices, alarm systems, antennas, ice makers, refrigerators and laundry equipment including humidistat controlled dryer exhaust booster fans
- Underground piping and or portions of pool or spa bodies that are not visible
- Water quality or quantity of private water systems or private sewer systems
- Water softeners/purifier systems or solar heating systems
- Adequacy or efficiency of any system or component
- Checking for pool, hot tub, spa, sauna, or sprinkler below finished grade water leaks

Microbial inspection disclaimer:

No intrusive, moisture, and/or Indoor Air Quality (IAQ) tests are performed as they are beyond the scope of this inspection. It should be noted that various fungi, molds and mildews flourish in an environment provided by moist and/or water damage conditions. A growing concern of many to date includes the adverse affect on IAQ and potential for inherent health hazards with some immunocompromised individuals, especially young children and the elderly. If concerns of IAQ arise as a result of the inspection, or if the client just wants verification of IAQ, it is recommended that the client engage the services of a qualified, competent IAQ professional who has specific training and education in the Building Sciences field.

Disputes:

Client understands and agrees that any claim concerning the interpretation of this agreement or for failure to accurately report any visually discernible conditions at the subject property, as limited herein above, shall be made in writing and reported to the Inspector within (10) business days of discovery. Client further agrees that, with exception of emergency conditions, Client or Client's agent, employees or independent contractors will make no alterations, modifications or repairs to the claim discrepancy prior to reinspections by the Inspector. Client understands and agrees that any failure to notify the Inspector as state above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

Client Initial here _____

Arbitration:

Any dispute concerning the interpretation of this agreement or arising from this inspection report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of a recognized association. Except that the parties shall select an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code.

Attorney’s fees:

If a lawsuit is filed by the Client against the Inspector and the Inspector successfully defends the claim of the Client, the Client agrees to pay the Inspector reasonable attorney’s fees, court cost and any other cost incurred in the defending against such claims.

Limitation on liability:

Inspector’s liability for mistakes or omissions in this inspection report is limited to a refund of the fee paid for the inspection report. The liability of the inspector’s principals, agents, and employees is also limited to the fee paid. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this inspection report. This liability limitation is binding on client and client’s spouse, heirs, principals, assigns and anyone else who may otherwise claim through the client. Client assumes the risk of all losses greater than the inspection fee paid for the inspection. Client agrees to immediately accept a refund of the fee as full settlement of any valid claims that may arise from this inspection.

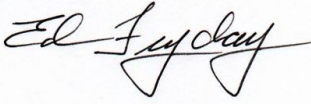
Cancellation Policy:

Unless this agreement is cancelled in writing, 48 hours in advance of the appointment (email to edfryday@spacecityinspections.com is acceptable) a minimum inspection fee of \$500.00 is due and payable on the date the inspection was originally scheduled.

I hereby acknowledge that I have read understood and accept the Visual Inspection Agreement and authorize the inspection of the property.

Signature of Client
Bill D. Newhouse

Date



Signature of Authorized Inspector
Ed Fryday
T.R.E.C. Lic. # 6932

10/02/16

Date