

Vista Home Inspections, LLC

INSPECTION AGREEMENT

Inspection Date: 07/07/2015

Client: Client (hereinafter "Client")

Inspector: Lance Lambert TREC9208 (hereinafter "Inspector")

Property Address: 123 Somewhere, , TX (hereinafter "Property")

PLEASE READ THIS INSPECTION AGREEMENT CAREFULLY BEFORE SIGNING

I. Scope of Services

- A. In exchange for the Inspection Fee paid by the Client, the Inspector agrees to provide the Client with an Inspection Report setting out the Inspector's professional opinions concerning the condition of the Property further described in the report. The inspection will be performed in accordance with the Standards of Practice promulgated by the Texas Real Estate Commission. Inspector will attempt to identify major defects and problems with the Property. However, Client acknowledges that the Inspection Report may not identify all defects or problems.
- B. Vista Home Inspections does not do inspection or testing for EPA listed or any other environmental hazards or materials, wood destroying insects (WDI), pest or vermin infestations, asbestos, EIFS/stucco, Chinese drywall or mold/fungi.
- C. The inspection is limited to those items which can be seen, easily accessed and/or operated by the Inspector at the time of the inspection as set out in the Inspection Report and General Limitations. Inspector will not remove walls, floors, wall coverings, floor covering and other obstructions in order to inspect concealed items. Systems and conditions which are not specifically addressed in the Inspection Report are excluded.

Digital pictures in the report are a sample of the damages in place and should not be considered to show all of the damages and/or deficiencies found. There will be some damage and/or deficiencies not represented with digital imaging.

- D. The Inspector may indicate one of the following opinions of the Inspector regarding a particular item:
 - 1. The item is performing its intended function at the time of the inspection;
 - 2. The item is in need of replacement or repair; or
 - 3. Further evaluation by an expert is recommended.

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II. Inspection Report

- A. The Inspection Report provided by the Inspector will contain the Inspector's professional, good-faith opinions concerning the need for repair or replacement of certain observed items. All statements in the report are the Inspector's opinions and should not be construed as statements of fact or as noted in the report.
- B. Any deficiencies that are noted in the inspection report, the client is advised to have a qualified contractor or licensed professional in the appropriate field further evaluate the deficiency, inspect the remainder of the system for additional concerns that are outside the area of expertise or scope of the inspection and perform the repairs prior to closing. The client is advised to obtain all paperwork pertaining the requested evaluation and repairs prior to closing.

III. Disclaimer of Warranties

The Inspector makes no guarantee or warranty, express or implied, as to any of the following

1. That all defects have been found or that the Inspector will pay for repair of undisclosed defects;
2. That any of the items inspected are designed or constructed in a good and workmanlike manner;
3. That any of the items inspected will continue to perform in the future as they are performing at the time of the inspection; and
4. That any of the items inspected are merchantable or fit for any particular purpose.

IV. Inspection Fees

The fee schedule for inspection services is set forth at the company's web site, www.vistadfw.com, or in separate written communications (e.g., e-mail) with the client.

Inspection fee is due and payable by cash, certified funds (e.g., money order, cashier's check), or major credit card at the conclusion of the inspection. Acceptance of this inspection agreement is also an agreement to pay the inspection fee and any penalty fees that may apply, as specified below.

If payment is not received within 7 days after the completion of the inspection, client is subject to a late charge of \$50.00, and \$50.00 each 30 day period thereafter.

V. Limitation of Liability CLIENTS INITIALS

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 the Client much more than the Inspection Fee for the Inspector's services. Client acknowledges being given the opportunity to have this AGREEMENT reviewed by counsel of his or her own choosing and further acknowledges the opportunity of hiring a different Inspector to perform the Inspection. By signing this Agreement, Client agrees to liability being limited to the amount of the Inspection Fee paid by Client.

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VI. 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 reinspect 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 reinspection himself or can employ others (at Inspector's expense) to reinspect the property, or both. In an 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 Practices & Remedies Code and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA.

VII. 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 attorney's fees and cost incurred by that party.

VIII. Exclusivity

The inspection report is to be prepared exclusively for the Client named and is not transferable to anyone in any form. The inspection report is made for the sole purpose of assisting the Client in developing his or her own opinion of the feasibility of purchasing the inspected property. Client gives permission for the Inspector to discuss report findings with real estate agents, specialist or repair persons for the sake of clarifications.

The inspection report is not intended to be used for determining insurability of the structure and may not conform to the Texas Department of Insurance guidelines for property insurability.

NO THIRD PARTY MAY RELY ON THIS INSPECTION REPORT FOR ANY PURPOSE.

THE INSPECTION REPORT IS COPYRIGHTED AND NOT VALID WITHOUT THE SIGNED INSPECTION AGREEMENT.

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