



# Vista Home Inspections, LLC

## Vista Home Inspection, LLC Pre-Inspection Agreement and Limitations

Lance Lambert, Professional Home Inspector, TREC 9208 (INSPECTOR)

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Clients Name (CLIENT): ???

The above parties agree to the following in consideration for the fee below. Vista Home Inspections, LLC shall provide a licensed real estate inspector (INSPECTOR) to perform a "Real Estate Inspection" on the property located at:

Address of Inspected Property: ???

The inspection is a limited visual inspection of the readily accessible items agreed to be inspected. The inspection will be performed in compliance with the rules of the Texas State Real Estate Commission (TREC) Standards of Practice as currently promulgated and published by (TREC). These are the agreed standards of practice for this inspection. 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.**

This company does not do Wood Destroying Insect (WDI), EIFS/Stucco or Mold Inspections or Reports.

The inspection is performed for the exclusive use of the CLIENT and is subject to the terms and conditions of this document a specific terms and conditions noted in the inspection report, which may include additional clarification of definitions, limitations and exclusions. No warranties or guarantees expressed or implied or fitness of merchantability is included as part of the inspection or the report. The inspection report will contain the opinion of the INSPECTOR on the "The item is performing its intended function at the time of the inspection", "Recommend further evaluation and repairs as necessary by a qualified licensed professional" or "Recommend monitoring and repairs as necessary by a qualified licensed professional" of the items inspected. The inspection or the report will not include opinions as to the adequacy, efficiency, quality, durability or future life and performance of any item inspected. These opinions are specifically excluded from the inspection report.

As noted above, the Inspection Report may state that "recommend further evaluation and repairs as necessary" or "recommend monitoring and repairs as necessary" in the field of the item inspected. By signing this Agreement, CLIENT acknowledges that qualified licensed professionals may be needed to further evaluate, repair items and repair related items that were not identified in the report; such items as but not limited to structural systems, foundations, grading, drainage, roofing, plumbing, electrical systems, HVAC, appliances, sprinkler systems, fire/smoke detection systems, septic systems and other observable items as noted in the report prior to closing of the purchased property.

It is agreed that opinions expressed by the INSPECTOR are only opinions and shall not constitute a basis for any claim of negligence or breach of contract. For the purpose of the inspection, the report and this agreement, negligence and breach of contract is defined as failure to inspect items agreed to be inspected by both parties. No other interpretation shall apply.

VISTA HOME INSPECTIONS, LLC. MAKES NO GUARANTEE OR WARRANTY AS TO ANY OF THE FOLLOWING:

1. That all defects have been found or that Vista Home Inspections will pay for repair of undisclosed defects.
2. That any of the items inspected are designed or constructed in good and workman like 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.

The CLIENT agrees and understands that the maximum liability incurred by VISTA HOME INSPECTIONS, LLC. for errors and omissions in the inspections, if any to the customer shall be limited to the amount of the fee paid for the inspection. The CLIENT agrees to pay all legal expenses and reasonable compensation for loss of time that maybe incurred by VISTA HOME INSPECTIONS, LLC. as a result of any legal action by the CLIENT where the CLIENT does not prevail.



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The CLIENT agrees to notify VISTA HOME INSPECTIONS, LLC. by telephone and in writing of any items in question within thirty (30) days of the date of the inspection and must thereafter allow access to the property to evaluate these items before any corrective action is taken. The CLIENT agrees and understands that any repairs or corrective action taken without consultation with VISTA HOME INSPECTIONS, LLC. relieves VISTA HOME INSPECTIONS, LLC. of any and all liability.

ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR THE BREACH THEREOF SHALL BE SUBMITTED TO FINAL AND BINDING ARBITRATION UNDER THE EXPEDITED ARBITRATION RULES OF THE NATIONAL ACADEMY OF CONCILIATORS. THE DECISION OF THE ARBITRATOR APPOINTED THERE UNDER SHALL BE FINAL AND BINDING, AND JUDGEMENT ON THE AWARD MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.

INSPECTION REPORT PROVIDED TO CLIENT:  AND (WITH CLIENTS CONSENT) BUYERS REALTOR:   
SELLER:  SELLERS REALTOR:  OTHER:  \_\_\_\_\_

The inspection report with the pre-inspection agreement is confidential and is for the sole and exclusive private use of the CLIENT. CLIENT request of copies of the report to any third party shall be the CLIENTS' risk.

HOME INSPECTION:  1 YR HOME WARRANTY INSPECTION:  MAINTENANCE INSPECTION:

ADDITIONAL FEES: POOL INSPECTION:  SPA INSPECTION:  PIER & BEAM:   
OUTERBUILDING:  WINTERIZING  DE-WINTERIZING

TOTAL INSPECTION FEE: ??? Cash  Check  Credit Card  Money Order   
Other  \_\_\_\_\_

CLIENT agrees to pay the fee stated above for the performance of the inspection. This amount shall be paid in full prior to receipt of inspection report. Should CLIENT fail pay the agreed upon fee in a timely manner, CLIENT shall be responsible for paying any and all fees associated with collection, including but not limited to attorney's fees and costs. The parties agree that the fee agreed to herein is not contingent on the reporting of any specific, predetermined condition of the subject property. The inspector has not and will not accept a fee or other valuable consideration in this transaction from any person other than the CLIENT. The inspector has not and will not pay any portion of the fee received herein to any participant in this real estate transaction.

ACCEPTANCE OF REPORT: If the CLIENT has not signed this agreement then acceptance of the report shall constitute agreement with all of the terms of this agreement. The report to be prepared by inspector shall be considered the final and exclusive findings of the inspector regarding the inspection of the property. CLIENT shall not rely on any oral statements made by the inspector prior to the issuance of the printed report.

By signing this agreement you authorize Broadview Home Security to call you at the phone number you have provided to discuss a special alarm system offer.

I, the undersign, have reviewed this document, understand its content and agree to the terms and conditions contained herein. In the absence of the CLIENT to sign this agreement prior to or at the time of the inspection, scheduling of the inspection, acceptance of the report, and/or payment for the inspection is an acknowledgement, acceptance and agreement by CLIENT to the terms of this agreement, and acknowledgement that the inspection includes only those items mentioned and specified in the inspection report. The inspection report with the inspection agreement is our invoice.

\_\_\_\_\_  
Signature of Client or Client's Spouse

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Inspector

\_\_\_\_\_  
Date