

Alpha Inspections

Keith D. Campbell – Licensed Professional Inspector #10107

Inspection Agreement

Clients Name: _____

The address of the property is: _____.

Fee for the residential inspection is \$_____

THIS AGREEMENT made this _____ day of _____, 2008, by and between

Keith D. Campbell (hereinafter "INSPECTOR") and _____ (hereinafter "CLIENT"), collectively referred to herein as "the parties."

The Parties Understand and Voluntarily Agree as follows:

1. INSPECTOR agrees to perform a limited visual inspection of the general systems and components of the home/building and to identify any system or component listed in the written report (copy of which will be provided to Client) which may be "in need of repair" as defined by TREC's Standards of Practice. This report should only be considered supplementary to the seller's disclosure document.

2. This inspection will be performed in compliance with the Texas Real Estate Commission Standards of Practice, a copy of which is available upon request. Although INSPECTOR agrees to follow TREC's Standards of Practice, CLIENT understands that these standards contain certain limitations, exceptions, and exclusions. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view or inaccessible at the time of the inspection. Unless otherwise indicated, CLIENT understands that INSPECTOR will not be testing for the presence of Radon, a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated, CLIENT understands that INSPECTOR will not test for wood destroying insects, compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations.

3. The inspection and report are performed and prepared exclusively for the use by the CLIENT. INSPECTOR accepts no responsibility for use or misinterpretation by third parties should the CLIENT provide them with any part of the report. INSPECTOR'S inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by law.

4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported items in need of repair, either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees, expenses and payments arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR. This liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.

