



Alpha Inspections

Client(s) Name: _____ Phone _____

E-mail: _____

Client's Agent: _____ Agent Phone: _____

Listing Agent: _____ Agent Phone: _____

Title Company (if required) _____ Phone: _____

The address of the property is: _____

Fee for the residential inspection is \$ _____ Re-Inspection is _____

THIS AGREEMENT made this _____ day of _____, 2010, by and between **Keith D. Campbell** (License #10107) (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 "Deficiency" 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



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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.

5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place.

Alpha Inspections may have an affiliation with third-party service providers ("TPSP") in order to offer value-added services to its Clients. The company may also arrange for these TPSP to send literature or make post inspection contact with the Company's Clients.

6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 10 days of discovery, and (2) Access to the premises within 7 days of notification in order for INSPECTOR to see what the discrepancy may be. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind. CLIENT further agrees that, with the exception of emergency conditions, CLIENT or CLIENTS agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-inspection by the INSPECTOR. CLIENT understands and agrees that any failure in adhering to this requirement shall constitute a waiver of any and all claims present and future.

7. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, loss of income, expenses and fees of INSPECTOR in defending said claims.

8. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees.

9. Full payment of the fee to INSPECTOR is due upon completion of the on-site inspection and prior to any discussion of the findings and report.

The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by and for the entity.

10. This Agreement is not transferable or assignable.

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

KEITH D. CAMPBELL License #10107

DATE

CLIENT'S PRINTED NAME

SIGNATURE

DATE