

**INSPECTION CONTRACT Number: 6140-\_\_\_\_\_**

Inspection Date: \_\_\_\_\_ Client Present: \_\_\_\_\_ Inspection Fee: \_\_\_\_\_

This contract is hereby entered into this date between JESIOLOWSKI Inspection Services and: \_\_\_\_\_

**PLEASE NOTE:** This is a legally binding contract made by you, the client, and JESIOLOWSKI Inspection services which detail the conditions and terms upon which you have engaged JESIOLOWSKI Inspection Services to perform a visual inspection survey of certain real estate, located at:

Inspection Address: \_\_\_\_\_

**IN CONSIDERATION of the mutual covenants and agreements contained herein, it is agreed among the parties as follows:**

**1. SCOPE OF SERVICE: This home inspection does not provide any warranty or guaranty or insurance policy of any kind for any defects or deficiencies that may be present or that may arise in the future.**

- This inspection is **visual and general in nature and scope**. It is concerned with only the clearly visible and readily accessible, at the time of the inspection, aspects of certain systems and components. The intent of the inspection is to determine that the evaluated systems, components, or items are performing their function without apparent major deficiencies, in the opinion of the inspector(s). The inspection provides a snapshot, or specific moment in time, evaluation of the home.
- **The inspection is not intended to be in-depth, all encompassing, technically exhaustive, invasive or destructive, for governmental regulation or code compliance, concerned with current or future habitability, or is not an attempt to detect and report all deficiencies present.** Evaluation and reporting of minor, easily correctable, or cosmetic defects and deficiencies is not the intent or focus of the inspection; therefore any reporting of such issues should be understood to be incomplete (not fully inclusive). It is not within the scope of this inspection to attempt to determine or attest to the remaining life of any systems or components. The inspection and subsequent report are intended to reduce the risk of the purchase of the property not to eliminate such risk.
- The inspection includes evaluation of certain major systems, components and equipment, for items which may need major repair or further evaluation by a specialist, including the following: foundation, electrical, built -in appliances, plumbing, heating, air conditioning, roof cover and structure, fireplace, attic, windows, doors, ceiling, floors, and interior and exterior walls. Evaluation is of the primary premises, the primary garages, car ports, patios, and decks. We make no claims as to being able to determine the condition of internal inaccessible areas of walls/floors/ceilings, air conditioning equipment, furnaces, chimneys, etc. Destructive test/dismantling is not performed, therefore the inspector can only convey to the Client what was clearly visible at the time of the inspection. The inspection does not include evaluation of every aspect of the inspected systems and components and where numerous adjacent or similar parts or components are encountered only a sample evaluation is performed.
- Inaccessible areas are defined as being concealed by: household goods, furniture, appliances, locked rooms, rugs, draperies, finished floors, ceilings, walls, and the like, stored goods, insulation, automobiles, equipment debris, vegetation, etc. The inspector is not required to enter areas where the headroom is less than 18 inches in height or that may contain conditions or materials that could be hazardous to the inspectors' health or areas holding water.
- The inspection of condominiums/cooperatives includes evaluation of interior areas and certain other components that are generally the responsibility of the Client. The exterior and structure and other commonly owned areas, systems, components are not evaluated.
- The inspection process is a two part system, which includes a verbal survey and the report. As such, this report is not transferable to third parties as it will not clearly convey the information herein.

**2. STANDARDS OF INSPECTION:** The inspection performed by JESIOLOWSKI Inspection Services shall be performed in accordance with the current Texas Real Estate Commission Standards of Practice (Sections 535.227-233 of the Rules) where pertaining.

**3. PAYMENT:** Payment in full is due upon completion of the inspection.

**4. CONFIDENTIALITY:** The content of your report is confidential and shall not be disclosed to any other party with out your express approval and authorization. The contents of the inspection report and any representation made within are not assignable without the express written permission of JESIOLOWSKI Inspection Services and any reliance thereon by any third party other than the Client is prohibited.

**5. EXCLUSIONS AND LIMITATIONS:** Client acknowledges and agrees that this inspection and the inspection report and findings are limited in nature and scope, and that the following are among items **NOT COVERED**, nor can they be accurately address by JESIOLOWSKI Inspection Services during a limited visual inspection: any and all latent and concealed defects,

deficiencies and conditions, any and all underground or concealed plumbing and steam rooms [saunas]. Any and all environmental hazards, defects and conditions, such as, but not limited to, mold, fungi, radon, toxic waste, lead paint, lead water pipes, lead solder, urea formaldehyde, Chinese Drywall, solid waste collection & treatment systems, water conditioning systems, and polluted water. Any and all security or privacy enclosures, fences, locks; any and all security systems, ancillary electrical systems such as but not limited to intercom systems, TV cables or antennas, lightening protection systems, telephone systems. Any an all water front structures including but not limited to boat docks, boat lifts, boat ramps, and bulkheads, and any and all landscaping. **As per the Texas Structural Pest Control Act, Only persons who have a valid Structural Pest Control Business License or licensed employees of such a business may inspect or make reports with respect to structural pest infestations including any wood destroying organisms. JESIOWSKI Inspection Services recommends you engage the services of a Structural Pest Control Business Licensee.**

**6. CERTIFICATE OF MERIT:** The Client shall make no claim of professional negligence unless the client has first provided JESIOWSKI Inspection Services with a written certificate executed by an independent Texas Licensed Professional Real Estate Inspector currently practicing in the area of house inspections in the Greater Houston area for home buyers. The certification shall: 1.) contain the name and license number of the certifier; 2.) specify the acts or omissions that the certifier contends are not in conformance with the standard of practice for a licensed Professional Real Estate Inspector performing a home inspection under similar circumstances; and c) states in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to JESIOWSKI Inspection Services not less than thirty (30) days prior to the presentation of any claim, or the institution of any arbitration or legal proceeding. This certificate of merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

**7. ARBITRATION CLAUSE:** In the event of a dispute, both parties agree to submit the issue to binding arbitration in the State of Texas in accordance with the rules of the American Arbitration Association under its Construction Industry Arbitration rules. Only licensed real estate inspectors will be eligible to serve as the arbitrator. Judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof. In any arbitration or other legal action in which JESIOWSKI Inspection Services are found to be without fault, client agrees to reimburse JESIOWSKI Inspection Services for any attorney's fees incurred in JESIOWSKI Inspection Services in defense of the proceedings.

**8. LIMIT OF LIABILITY:** The Client understands that this inspection is the standard visual inspection of the readily accessible areas of the structure. The client agrees and understands that the maximum liability incurred by the inspector(s)/JESIOWSKI Inspection Services for errors and omissions in the inspection shall be limited to the fee paid for the inspection. JESIOWSKI Inspection Services and its agents shall not be subject to any claims after a period of one year from the inspection date. Client further understands if the Client makes any claim against the inspector(s)/JESIOWSKI Inspection Services, and Client fails to prove such claims, Client will pay all attorney's fees, arbitrator's fees, legal expenses and costs incurred by the inspector(s)/JESIOWSKI Inspection Services in defense of the claim(s). The Client agrees to indemnify, fully protect, defend and hold the inspector(s)/JESIOWSKI Inspection Services harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made by other parties against the inspector(s)/JESIOWSKI Inspection Services as a result of or arising from the inspection.

**9. ACKNOWLEDGMENT:** 1.) the inspection is performed for the sole, confidential, and exclusive use and possession of the Client. The contents of the inspection report and representations made within are not assignable without the express written permission of JESIOWSKI Inspection Services and any reliance thereon by any third party other than the client is prohibited. 2.) All conditions mentioned in the inspection report should be referred to appropriately qualified and licensed persons for their review and repair. It is recommended that, if applicable, further evaluation and appropriate correction or repair be accomplished by qualified contractors prior to sale and transfer of the property.

I/WE UNDERSTAND AND AGREE TO ALL OF THE ABOVE TERMS

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Client Printed Name: \_\_\_\_\_

Client Email: \_\_\_\_\_

Inspector Signature: David Jesiolowski \_\_\_\_\_ Date: \_\_\_\_\_

Inspectors email: <http://www.jesiolowskiinspections.com>

Inspector's License Number: 6140

Inspection Number: \_\_\_\_\_

Property Address: \_\_\_\_\_