

Capital City Inspections  
3801 N. Cap of Tx Hwy, E240-179, Austin, Tx 78746 Tel: 512-577-2579

Mike Boyett  
Professional Real Estate Inspector's Lic. # 7290

## Service Agreement

(Rev A)

Capital City Inspections is licensed and regulated by the Texas Real Estate Commission, and conforms to their Standards of Practice for Real Estate Inspections.

Client name: ,

Phone:

Address:

City:

Property address:

City:

Inspection Fee: **\$0.00**

I/We hereby request a limited visual inspection of the structure at the above address to be conducted for my/our sole use and benefit.

**1. Scope of Inspection:** The inspector will perform a limited visual home inspection to identify the general features and major deficiencies of the property. Limited includes any area, which is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other item(s). The inspection WILL NOT INVOLVE ANY DESTRUCTIVE TESTING OR DISMANTLING. The client agrees to assume all risk for any/all conditions, which may be concealed from view at the time of inspection. This is not a home warranty, guarantee, insurance policy or substitute for real estate transfer of disclosure, which may be required by federal, state or municipal statutes. Your inspector is not an insurer and payment is based solely on the value of the service provided by the inspector in the performance of a limited visual inspection of the structure's systems and components. Because of it's limited nature, this inspection cannot be expected to uncover all defects or deficiencies within the structure.

**2. Areas Outside the Scope of this Inspection:** Whether or not they are concealed, inspection of areas outside the scope of this inspection is limited & includes but is not limited to: Building code or zoning ordinance compliance or violations; geological stability or soil condition; structural stability or engineering analysis; termites, rodents, pests, or dry rot; asbestos, radon, formaldehyde, lead or other environmental hazards; appliance or other system manufacturer recalls; building value appraisal; cost estimates; condition of fences, detached buildings or pools (unless included for an additional fee); specific components noted as being excluded on the individual system inspection forms; private water or private sewage system, or any component thereof; swimming pools, spas, hot tubs (other than equipment and visible plumbing systems); saunas, steam baths, or fixtures and equipment; radio-controlled devices, automatic gates; elevators, lifts or dumb -waiters; thermostatic and time clock controls; water softener systems, solar systems, heat exchanger, freestanding appliances, or other personal property. Your inspector is a home inspection generalist and is not a licensed engineer or expert in specific crafts. If your inspector recommends consulting other specialized experts, client should do so at client's expense.

**3. Use By Others:** Property conditions change with time and use. Since this report is provided for the specific benefit of the client(s), secondary readers of this information should hire a licensed inspector to perform an inspection to meet their specific needs and to obtain current information concerning this property. The client may provide copies of the report to anyone of their choosing since it is their report. They are not obligated to provide the report to anyone however. The client hereby gives the Inspector permission to discuss observations and provide a copy of the report to the client's real estate agent. No other copies, communications or discussions will be provided to anyone without the client's written consent except for emergency situations like a gas leak or similar issue. Inspector accepts no responsibility for use or misinterpretation by third parties.

**4. Limitation On Liability:** As per the scope of the inspection Inspector's liability in this inspection and report is limited to a refund of the fee paid for this inspection and report. The Liability of inspector's principals, agents and associates is also limited to the fee paid. This limitation applies to anyone damaged or expenses of any kind incurred due to errors or omissions in this inspection and report. This liability limitation is binding on client, client's spouse, heirs, principals, assigns and all others who may otherwise claim through client. Client assumes the risk of all losses greater than the fee paid for the inspection. Client agrees to accept a refund of the fee as full settlement of any kind and any and all claims, which may arise from this inspection.

**5. Written Report:** The written and/or e-mailed report to be prepared by the inspector shall be considered the final exclusive findings of the inspector of the structure. Client understands and agrees not to rely on any oral statements made by the inspector prior to the issuance of the written report. The client and inspector may agree that certain items are to be excluded from the report. The client should notify the inspector immediately upon receipt of the report if there are any discrepancies between what the client expected and what was delivered. Client further understands and agrees that the inspector reserves the right to modify the inspection report for a period of time that shall not exceed forty-eight (48) hours after the inspection report has first been delivered to the client.

**6. Claims:** Any claim arising out of, or related to any act or omission by the inspector in connection with the inspection of the residential structure, as limited herein, shall be made in writing and reported to the inspector within 10 business days of discovery. The inspector must be allowed to inspect the claimed discrepancy before repairs or modifications are made.

**7. Arbitration:** Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be submitted for final and binding arbitration under the Rules and procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any court of competent jurisdiction.

**8. Mold: With any reference of water penetration or stain noted in this report it is recommended that a qualified professional perform a professional mold/mildew analysis. It should be noted that Mold/Mildew investigations are not included in this report.**

**9. Entire Agreement:** This agreement represents the entire agreement between the parties. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by both parties.

**10. Partnerships:** The Inspector has no present or contemplated future (a)partnership with Principal Parties nor (b)an interest in the property inspected which could adversely affect the Inspector's ability to perform an objective inspection; and neither the employment of the inspector to conduct the inspection, nor the compensation for it, is contingent on the results of the inspection.

**11. Personal Interest:** The Inspector has no personal interest in or bias with respect to the subject matter of the inspection report or any parties who may be part of a financial transaction involving the property. The conclusions and recommendations of the report are not based in whole or in part upon the race, color, creed, sex or national origin of any of the Principle Parties.

**12. Remaining Terms:** If any portion of this agreement is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in force between the parties

**13. Payment:** Payment is due in full upon completion of the inspection. No written report will be issued until full payment is received.

**14. Not Technically Exhaustive:** The client understands that if client wants an inspection without a limit on liability to a refund of the fee paid for the inspection, client may pay an additional fee to receive a technically exhaustive inspection report without the limitation. The minimum additional fee for this type of inspection is \$2,000.00 and will be performed by Licensed Professionals, including but not limited to: Electricians, Plumbers, Engineers, and others.

I do \_\_\_\_\_ do not **X**\_\_\_\_\_ want the technically exhaustive report. **Initial** \_\_\_\_\_

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_