



## **BASIC HOME INSPECTION AGREEMENT**

**THIS AGREEMENT LIMITS OUR LIABILITY - PLEASE READ IT CAREFULLY**

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This is an agreement between you, the undersigned Client, and us, the Inspector, pertaining to our inspection of the property at \_\_\_\_\_ The terms below govern this Agreement.

1. The fee for our inspection is \_\_\_\_\_, payable in full upon completion of the inspection.
2. We will perform a limited visual inspection of the home/building and provide you with a written report identifying the defects that we observed and deemed material. The report is only supplementary to the seller's disclosure.
3. This inspection will be conducted in accordance with the Standards of Practice (SOP) as adopted by the Texas Real Estate Commission (TREC), a copy of which will be provided upon request. A link to this document can also be found at the bottom of the home page at [www.ogletreehi.com](http://www.ogletreehi.com).
4. Unless otherwise indicated in writing, we will NOT test for the presence of radon, mold, asbestos, lead paint, soil contamination, wood-destroying insects, carbon monoxide, or other biological or environmental hazards or violations of local, state, or federal law, nor does this inspection cover compliance with applicable building codes. Irrigation systems, detached buildings, wells, septic systems, and other systems or items not mandated under the TREC SOP are not part of a standard inspection, but may be included by prior agreement, subject to payment of additional fees.
5. Our inspection and report are for your use only. You give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. You agree to release and indemnify us against any legal actions that arise from your sharing of this report with any third parties. Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied.
6. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of your claim within seven days of discovery in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability.
7. We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building.
8. **DUE TO THE NATURE OF THE SERVICES WE ARE PROVIDING, IT IS DIFFICULT TO FORESEE OR DETERMINE (AT THE TIME THIS AGREEMENT IS FORMED) POTENTIAL DAMAGES IN THE EVENT OF NEGLIGENCE OR BREACH OF THIS AGREEMENT BY US. THUS, IF WE FAIL TO PERFORM THE SERVICES AS PROVIDED HEREIN OR ARE CARELESS OR NEGLIGENT IN THE PERFORMANCE OF THE SERVICES AND/OR PREPARING THE REPORT, OUR LIABILITY FOR ANY AND ALL CLAIMS RELATED THERETO IS LIMITED TO THE FEE PAID FOR THE SERVICES (UNLESS CONTRARY TO STATE LAW), AND YOU RELEASE US FROM ANY AND ALL ADDITIONAL LIABILITY, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. THERE WILL BE NO RECOVERY FOR CONSEQUENTIAL DAMAGES. YOU UNDERSTAND THAT THE PERFORMANCE OF THE SERVICES WITHOUT THIS LIMITATION**

**OF LIABILITY WOULD BE MORE TECHNICALLY EXHAUSTIVE, LIKELY REQUIRE SPECIALTIES AND WOULD COST SUBSTANTIALLY MORE THAN THE FEE PAID FOR THIS LIMITED VISUAL INSPECTION. YOU UNDERSTAND THAT YOU ARE FREE TO CONSULT WITH ANOTHER PROFESSIONAL IF YOU DO NOT AGREE TO THIS PROVISION. (Please initial here \_\_\_\_\_)**

9. **Your inspector may have an affiliation with a third party service provider ("TPSP") in order to offer you additional value-added services. By entering into this agreement you (a) authorize your inspector to provide your contact information (including telephone number) to the TPSP, (b) waive and release any restrictions that may prevent the TPSP from contacting you, and (c) authorize the TPSP to contact you regarding home services. You will receive an email notification from the TPSP allowing you to opt out before any phone calls are made, and may opt out from all forms of contact at any time.**
10. We may arrange for, cover the cost of, or offer discounts for various third-party services. You agree to accept all liability for damages or loss associated with their use. In any event, our liability will be limited to the amounts paid to us specifically for those services, separate and apart from inspection fees. No additional fees will be assessed without client's prior approval.
11. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in Tarrant County, Texas, and hereby waive trial by jury. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim.
12. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of the inspection.
13. We retain the right to assess interest charges at a rate not to exceed 8% for late payment of inspection fees. You agree to pay all costs and attorney's fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.
14. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement.
15. You may not assign this Agreement.
16. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this.
17. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.
18. **A large print version of this Agreement is available upon request.**

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

\_\_\_\_\_  
CLIENT SIGNATURE

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
PRINT NAME