

Chris Nowling Inspection Services, LLC
6608 Wolfcreek Pass
Austin, TX 78749
(512) 288-0288

02/15/17

This Report has been prepared exclusively for: _____, _____
Property Address: _____, _____

Inspection Contract Agreement-This is intended to be a legally binding contract.Please Read Carefully.

Chris Nowling Inspection Services, herein after known as the inspector agrees to conduct an inspection for the purpose of informing the client of major deficiencies in the condition of the property listed above. THE WRITTEN REPORT IS THE PROPERTY OF THE INSPECTOR AND THE CLIENT AND SHALL NOT BE USED BY OR TRANSFERRED TO ANY OTHER PERSON OR COMPANY WITHOUT BOTH THE INSPECTORS AND CLIENTS WRITTEN CONSENT.

- 1) This inspection of the subject property shall be performed by the inspector for the client in accordance with the Standards of Practice of the Texas Real Estate Commission (TREC).
- 2) The purpose of this inspection is to identify and disclose visually observable major deficiencies of the inspected systems and items at the time of inspection only. Detached buildings are not included.
- 3) This inspection is not intended to be technically exhaustive nor is it considered a GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE CONDITIONS OF THE PROPERTY, ITEMS AND SYSTEMS INSPECTED AND IT SHOULD NOT BE RELIED ON AS SUCH. The inspector shall not be held responsible or liable for any repairs or replacements with regard to this property, systems, components, or the contents therein. Company is neither a guarantor or insurer.
- 4) THE INSPECTION AND REPORT DO NOT ADDRESS AND ARE NOT INTENDED TO ADDRESS CODE AND REGULATION COMPLIANCE, THE POSSIBLE PRESENCE OF OR DANGER FROM ASBESTOS, RADON GAS, LEAD PAINT, UREA FORMALDEHYDE, SOIL CONTAMINATION, BIOAEROSALS & FUNGI, AND OTHER INDOOR AND OUTDOOR SUBSTANCES. THE CLIENT IS URGED TO CONTACT A COMPETENT SPECIALIST IF INFORMATION, IDENTIFICATION, OR TESTING OF THE ABOVE IS DESIRED.
- 5) Limitation of Liability: It is agreed that a standard inspection is subject to a limitation of liability of (2x) two times the fee paid for the inspection. Client(s) understands that a comprehensive inspection without limit of liability can be provided with sufficient notice, for a higher fee (approximately \$3,500.00- \$5,000.00).
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- 6) 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 or inspection report shall be submitted to final and binding arbitration under the "Rules and Procedures of the Expedited Arbitration Disputes" of Construction Arbitration Services, Inc.. The decision of the Arbitrator appointed there under shall be final and binding and judgement on the Award may be entered in any Court of competent jurisdiction. Client agrees that any dispute regarding the inspection or inspection report must be submitted to arbitration or a civil action filed within (1) one year from the date of inspection.
- 7) The inspection service is conducted at the property. The physical on-site inspection of the property is a very valuable time of exchange of information between the Inspector and Client. Any particular concern of the Client must be brought to the attention of the Inspector before the inspection begins. The written report will not substitute for Clients personal presence during the inspection. It is virtually impossible to fully profile any building with any reporting system. Unless Client attends and participates in the inspection process itself, the Client will have no chance of gaining all of the information that is offered.

The undersigned have read, understood and accepted the terms and conditions of this agreement and agree to pay the charges specified below:

Client agrees to pay \$ _____ at or before the time of inspection.

Chris Nowling Inspection Services:

CLIENT:

By: Chris Nowling/Lic. #2123/TPCL #0561310

Reports is not valid without signature.