



AIM INSPECTION SERVICES
HOME INSPECTION SERVICE AGREEMENT

NAME OF CLIENT: _____ hereinafter "Client"

PROPERTY ADDRESS: _____ hereinafter "the Property"

DATE OF SERVICE: _____

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE SIGNING

I. SCOPE OF SERVICES

In consideration of the Inspection Fee paid by Client, the undersigned Inspector agrees to provide Client with an Inspection Report setting out the Inspector's professional opinions concerning the condition of the Property. The inspection will be performed subject to the Standards of Practice and General Limitations promulgated by the Texas Real Estate Commission. These standards are readily available to the Client(s) at

<https://www.trec.texas.gov/agency-information/rules-and-laws/trec-rules#section535.227>

Inspector will attempt to identify major defects and problems with the Property. Client acknowledges that the Inspection Report may not identify all defects or problems as the inspection is limited to those items which can be seen, easily accessed and/or operated by the Inspector at the time of the inspection as set out in the Inspection Report. Inspector cannot inspect areas that are inaccessible. Those are areas that cannot be inspected without the use of special tools, equipment, or instruments, or removing doors, walls, stored items or similar obstructions, or by causing damage to a structure, finish or component, equipment or system, or by virtue of inadequate clearance, walkways, passageways, or hazardous condition. Any item, system or condition, which is not specifically addressed in the Inspection Report, has been excluded from inspection.

The Inspector may indicate one or more of the following opinions of the Inspector regarding a particular item:

The item is performing at the time of the inspection. By the term "performing" is meant: The act of carrying out, completing, executing or achievement of an operation, design or function in a manner consistent with the intent of the manufacturer, designer or accepted industry practice.

The item has one or more deficiencies

The item is in need of repair

The item is in need of replacement

The item is in need of further evaluation by a qualified specialist or expert.

II. INSPECTION REPORT

The Inspection Report provided by the Inspector will contain the Inspector's professional, good faith opinions concerning the need for repair or replacement or for further evaluation by a qualified specialist or expert of certain observable items. All statements in the report are the Inspector's opinions and should not be construed as statements of fact or factual representations concerning the Property. By signing this Agreement, the Client acknowledges that the services provided by the Inspector fall within the Professional Services Exemption of the Texas Deceptive Trade Practices Act ("DTPA") and agrees that no cause of action exists under the DTPA related to the services provided. Unless specifically stated, the report will not include and should not be read to indicate opinions as to: environmental conditions, presence of toxic or hazardous waste or substances, presence of termites or other wood-destroying organisms, or compliance with codes, ordinances, statutes or restrictions or the insurability, efficiency, quality, durability, future life or future performance of any item inspected. The Inspection Report is not a substitute for disclosures by sellers and real estate agents. Such disclosures should be carefully read for any material facts that may influence or effect the desirability and/or market value of the Property.

As noted above, the Inspection Report may state that further evaluation of certain items is needed by a qualified person in the field of the item inspected. By signing this Agreement, Client acknowledges that qualified specialists and/or experts may be needed to further evaluate such items as structural systems, foundations, grading, drainage, roofing, plumbing, electrical systems, HVAC, appliances, sprinkler systems pool system and components, fire/smoke detection systems, septic systems and other observable items as noted in the report.

III. DISCLAIMER OF WARRANTIES

The inspector makes no guarantee or warranty, express or implied, as to any of the following:

- That all defects have been found or that the Inspector will pay for repair of undisclosed defects;
- That any of the items inspected are designed or constructed in a good and workmanlike manner;
- That any of the items inspected will continue to perform in the future as they are performing at time of the inspection; and
- That any of the items inspected are merchantable or fit for any particular purpose.

IV. LIMITATION OF LIABILITY

BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT THE INSPECTION FEE PAID TO THE INSPECTOR IS NOMINAL GIVEN THE RISK OF LIABILITY ASSOCIATED WITH PERFORMING HOME INSPECTIONS IF LIABILITY COULD NOT BE LIMITED. CLIENT ACKNOWLEDGES THAT WITHOUT THE ABILITY TO LIMIT LIABILITY, THE INSPECTOR WOULD BE FORCED TO CHARGE CLIENT MUCH MORE THAN THE INSPECTION FEE FOR THE INSPECTOR'S SERVICES. CLIENT ACKNOWLEDGES BEING GIVEN THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY COUNSEL OF HIS OR HER OWN CHOOSING AND FURTHER ACKNOWLEDGES THE OPPORTUNITY OF HIRING A DIFFERENT INSPECTOR TO PERFORM THE INSPECTION. BY SIGNING THIS AGREEMENT, CLIENT AGREES TO LIABILITY BEING LIMITED TO THE AMOUNT OF THE INSPECTION FEE PAID BY THE CLIENT.

INITIALED BY CLIENT: _____

Fee Paid: \$ _____

V. DISPUTE RESOLUTION

In the event of a complaint concerning the inspection services provided, Client must notify Aim Inspection Services in writing of such complaint within ten (10) business days of the date of discovery and thereafter allow a prompt re-inspection of the item or system the subject of the complaint. Client further agrees that Client, its agents, employees or independent contractors will make no alterations, repairs or replacements to the item or system the subject of the complaint prior to a re-inspection by the Inspector. The Inspector shall have the option to either conduct the re-inspection or to employ other qualified persons (at Inspector's expense) to re-inspect the property, or both. Failure to comply with this procedure shall constitute a complete bar and waiver of any and all claims Client may have against Inspector related to the alleged act, omission or claimed condition the subject of the complaint. In the event a dispute, controversy or claim arising out of or relating to this Agreement, the inspection, or the report, and if the dispute, controversy or claim cannot be settled through direct discussions between the Client and Aim Inspection Services, the parties to this Agreement agree to first attempt to settle the dispute by mediation before resorting to arbitration. If the mediation does not result in a settlement of the dispute, then any unresolved disputes, controversies or claims shall be submitted to arbitration, as set forth below. The parties shall share equally the costs of the mediation and/or mediator. Any and all disputes, controversies or claims arising out of or relating to this Agreement, the inspection, or the report, not resolved by direct discussions or mediation, shall be resolved by final, binding, non-appealable arbitration conducted in Harris County, Texas in accordance with the rules of the American Arbitration Association, the parties hereby mutually agree that a least one person serving as such an Arbitrator shall be familiar with the real estate inspection industry and the TREC Standards of Practice. At the arbitration the parties may adjudicate all claims and issues, as provided for or limited herein, that could have been raised before a court of law, including but not limited to, lawful attorneys' fees and costs, if provided for by statute or this Agreement. The decision of the Arbitrator shall be final and binding. The parties shall share equally the costs of the arbitration, including the cost of any and all Arbitrators. Either party may demand arbitration by written notice to the other. Such demand for arbitration must be made less than one year after the date of the inspection. This arbitration provision is intended to be a substitute for a trial in a court of law, and the parties expressly waive their right to a trial by judge or jury in a court of law, except that proceedings may be brought in a court of competent jurisdiction to enforce this arbitration provision or to enforce an arbitration award.

VI. ATTORNEY'S FEES

The Inspector and the Client agree that in the event a dispute, controversy or claim arises as a result of this Agreement, and the services provided hereunder, the prevailing party in that dispute, controversy or claim shall be entitled to recover all of the prevailing party's reasonable and necessary attorneys' fees and costs incurred by that party.

VII. CONFIDENTIALITY & EXCLUSIVITY OF REPORT

The Inspection Report is to be prepared exclusively for the Client named and no third party shall have any rights of use arising from this contractual agreement or the report and may not rely on the report. In consideration of the furnishing of the report, the Client agrees to indemnify, defend and hold harmless Inspector for all costs, expenses, legal fees, awards, settlement, and judgments in any legal proceeding brought by any third party who claims that he/she relied on representations made in such report and was damaged thereby. Client's request that Inspector release copies of the report to any third party or Client's release of copies of the report to any third party shall be at Client's risk with respect to the contents of this paragraph.

VIII. STATUTE OF LIMITATIONS

The parties agree that no claim, demand, or action, whether sounding in contract or in tort, may be brought to recover damages against the inspector, or its officers, agents, or employees MORE THAN ONE YEAR AFTER THE DATE OF THE INSPECTION. TIME IS EXPRESSLY OF THE ESSENCE HEREIN. Client acknowledges and understands that this time period may be shorter than otherwise provided by law.

IX. ACCEPTANCE OF REPORT

If the client has not signed this Agreement then acceptance of the report shall constitute Client's explicit agreement with all of the terms of this Agreement. The report to be prepared by Inspector shall be considered the final and exclusive findings of the Inspector regarding the inspection of the property. Client shall not rely on any oral statements made by the inspector prior to issuance of the printed report.

Any item not noted as inspected on this report will be considered not inspected, and no opinion rendered about its condition or presence in the property. If any questions exist regarding our service or this inspection, call 281-347-3040.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS CONTRACT AND THE ATTACHED DOCUMENTS, IF ANY, IN THEIR ENTIRETY; THAT I UNDERSTAND THE TERMS AND CONDITIONS AND THAT I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED THEREIN. IF CLIENT IS MARRIED, CLIENT REPRESENTS THAT THIS OBLIGATION IS A FAMILY OBLIGATION INCURRED IN THE INTEREST OF THE FAMILY.

Client Signature: _____ Date: _____

Inspector Signature: _____ Date: _____