



This document explains the details associated with this home inspection and includes information about the scope, terms & conditions, exclusions, and the limitations of liability. Also included is the Notice to Consumer rights and Arbitration agreement.

Inspection No: (aka 2024-05-01)

### **Summary of services**

We plan to inspect the home located at \_\_\_\_\_ on this day  
\_\_\_\_\_ for the agreed fee of \_\_\_\_\_.

This home (or duplex, condo, ...) is a single (or multi...) home, \_\_ story, with an approximate SF of \_\_\_\_\_, built in \_\_\_\_\_, with \_\_\_\_\_ bedrooms, and \_\_\_\_\_ bathrooms.

### **Purpose of the Inspection**

During inspections, a report is made on the general condition of the home to identify and disclose major defects and deficiencies of the systems and components existing at the time of the inspection and which are evident upon ordinary visual observation.

Minor and cosmetic defects may be listed in the report for maintenance purposes but is not the intent, nor will the inspection report identify and list all minor and cosmetic defects.

The inspection is intended to evaluate systems and components of the primary premises. Evaluation of primary attached garages/carports/decks/porches/patios, are also included. Detached garages/carports/patios/decks or other structures, unless explicitly specified, are not included.

Client is encourage to be present during the inspection, but participation of the client shall be at their own risk for personal injury or damage to self or property for any reason or any cause. As a strict rule, no client shall access any ladders nor walk on the roof.

Systems and components to be inspected include:

- Exposed and visible foundation, structures, and grading;
- Exterior walls and roofing;
- Plumbing systems to include HVAC, water heater, gas distribution, and drainage;
- Electrical;
- Attic condition and systems (structure, vents, insulation, flues, and chimney);
- All interior rooms (walls, floor, ceiling, doors);
- Appliances (including garage door opener)

The inspection will follow the [Texas Real Estate Inspector Standards of Practice](#).

**Inspection Scope Expansion**

( ) Pool      ( ) Spaw / Hot Tub      ( ) Shed/addition      ( ) Radon      ( ) Well/Septic

**Report Distribution**

Client       Real Estate Agent       Attorney       Other: \_\_\_\_\_

The inspection and report are performed and prepared for the exclusive use and possession of the client, and any checked entities above, and are not transferable.

**Inspection Limitations**

The inspection is limited to the readily accessible and visible systems, equipment and components of the home. The inspector will not dismantle and/or move equipment, systems, furniture, appliances, floor coverings, finished or fastened surfaces or components, personal property or other items to conduct this inspection or otherwise to expose concealed or inaccessible conditions. This inspection will not include destructive testing of any kind.

**General exclusions**

The following items are NOT within the scope of the inspection:

- Water and air quality
- Presence of toxic or carcinogenic matter emitted from building materials, in water or air supply or from the operation of any equipment. The presence of *In ground toxic gas emittance (aka Radon)* is not included unless requested in scope expansion section.
- Mold
- Animal or insect infestations (though if present, we will annotate in the report)

Examples of the conditions excluded above include the presence or absence of environmental hazards, asbestos, lead paint, lead pipes, lead solder, urea formaldehyde insulation, toxic wastes, polluted water, mold, or termite/pest infestation. It is the responsibility of the client to conduct further inspection by qualified consultants to disclose the presence of these contaminants and the means of remediation.

You acknowledge and agree that this inspection and the inspection report and findings are limited in nature and scope, and that the following are outside the scope of the inspection, therefore they cannot be accurately assessed by the inspector during a limited inspection: appliances, ancillary electrical systems (aka TV cable systems and antennas, intercom systems, lightning protection systems, playground equipment, swimming pools, hot tubs/spa, free standing heating stove, humidifiers, air purifiers, solar systems, water softeners and filters, wells, septic systems, latent defects, adequacy of system designs, zoning or building code compliance, heating cables, fire escapes, elevator components and shafts, air-quality analysis, concealed wiring, security systems, phone systems, and smart home controls).

Basic operational testing of built-in kitchen appliances is performed. No determination beyond basic operation is made regarding the performance or service life of appliances.

**Terms and Conditions**

- I. The Client recognizes that this report is solely for the benefit of the client and that any person or party designated by the client to receive information in this report shall be in the Terms and Conditions contained herein. Such designation shall be identified in this agreement.
- II. The Client agrees that any claim arising in connection with this agreement shall be made in writing to the Company by certified mail, return receipt requested within 10 days after discovering any problem.
- III. The Client agrees to allow the inspection company to re-inspect before changing the condition of the problem, except in an emergency. Failure to allow the inspection company the opportunity to re-inspect, as required above, shall constitute a waiver of any and all claims client may have against the Company.
- IV. The Client agrees that, to the extent allowed by law, any damages or breach of this contract or report are limited to the amount of the inspection fee only. Furthermore, the Client agrees to pay all attorney fees should the Client pursue a civil action against the Company, and fail to prevail.
- V. The Client agrees that this agreement represents the entire agreement between the parties. No oral agreement, 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 changes or modifications are in writing and signed by the parties and supported by valid consideration.

**Limitation of Liability and Arbitration Agreement**

It is understood and agreed that Frigon Properties is not an insurer and that the inspection and report are not to be intended or construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address.

The Client hereby releases and exempts Frigon Properties and its agents of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage, or personal injury of any nature.

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 in writing to Frigon Properties.

**Limitation of Remedies**

The maximum amount the Client can obtain from a claim is set to the Inspection Fees.

**Consumer Protection Notice**

The Texas Real Estate Commission (TREC) regulates real estate brokers, agents, and inspectors.

You can send a complaint against a license holder to TREC. Complaint form is available on the TREC web site → [www.TREC.TEXAS.GOV](http://www.TREC.TEXAS.GOV)

TREC administers the Real Estate recovery trust account which may be used to satisfy a civil court judgment against a broker, agent, or inspector, if certain requirements are met.

Real Estate Inspectors are required to maintain *errors and omissions* insurance to cover losses arising from the performance of a real estate inspection in a negligent or incompetent manner.

Please note: Inspectors may limit liability through provisions in the contract or inspection agreement between the inspector and their client. Please be sure to read any contract or agreement carefully. If you do not understand any terms or provisions, consult an attorney.

If you have questions or issues about the activities of the license holder, the complaint process, or the recovery trust account, please visit the website or contact TREC at PO BOX 12188, Austin, Texas 78711-2188. Office number is (512) 936-3000.

ACKNOWLEDGEMENT

I, the undersigned, have carefully read the preceding Inspection Agreement and Description and fully understand and agree with the limitations, exclusions and terms described.

Client(s) Name:

\_\_\_\_\_

Client(s) phone number:

\_\_\_\_\_

Requested Inspection date: \_\_\_\_\_

Requested Inspection time: \_\_\_\_\_

I agree to the term of Services put forward through this agreement

Inspection fee: \_\_\_\_\_

*Payment is expected after the inspection and before the report is sent electronically. The method of payment is done through [www.FrigonInvestment.com](http://www.FrigonInvestment.com) – click **Make a Payment**, then **Pay Home Inspection**, then follow the payment instructions (processing done through a Wells Fargo web service).*

Client or Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company agent Signature: \_\_\_\_\_

Company address: (to insert...)

(Professional Inspector name is **Francois Frigon** and license #26395)