

Keystone Residential Inspection Services PLLC

P.O. Box 204 - Aledo, TX 76008 - 817.441.9598

Please read carefully

This agreement (hereinafter "Agreement") is made and entered into by and between Keystone Residential Inspection Services PLLC (hereinafter "Company") and

_____ (hereinafter "Client")

Company and Client understand and agree to the following: In consideration of the promise and terms of this Agreement and fee received, Company agrees to provide the services of a TREC licensed Professional inspector (hereinafter, Inspector) at the following address:

_____ (hereinafter "Property") on Date: _____

GENERAL AGREEMENTS

Client agrees Company is acting as a generalist and not a specialist and no specialized equipment or test procedures, which may require licensing by the state, will be used to perform Inspection. **Client understands that no testing for mold or other organisms, or hazardous chemicals, materials, or substances will be performed by Inspector.** The Report, attachments, and addenda contain the opinion of the Inspector. **The opinions of Inspector are subjective and may differ from those of other persons.** Company and/or Inspector reserve the right to revise conclusions as information changes and welcomes further relevant information. **Client acknowledges** that specialists should be consulted for complete evaluation, second opinions, repair design, and price estimation for items reported as "Deficient" or deserving further evaluation, prior to closing. **Client agrees** to read the report, addenda and attachments in their entirety prior to purchasing the property. **Company and Client** are bound by the terms and conditions of this Agreement and have not relied on any other representations, oral or otherwise. The preliminary Report will be delivered within twenty four (24) hours after the Inspection. The final Report will be delivered within forty eight (48) hours after the Inspection. **Client agrees** to be responsible for the management and safety of Client and other persons associated with Client that may be present during the Inspection. **Client gives** Company the right to discuss the findings with any interested third party. **Client agrees** that the report is the sole property of Company and may not be sold or redistributed in any form or for any reason without prior written permission of Company.

Client understands that payment is expected at the end of the on-site Inspection or before delivery of the written Report, is payable in U.S. Dollars and that a surcharge of one hundred fifty (150) dollars will be assessed for billing through escrow. **Client agrees** that a fee of thirty (30) dollars will be assessed for returned checks. **Client agrees** to pay any legal and time expenses incurred for collecting past due amounts.

INSPECTION AGREEMENT

Client agrees the scope of the Inspection to be provided is defined and limited by the TREC Standards of Practice as modified and departed from by Company. Modifications include, but are not limited to, unclear TREC requirements and some departures. The departures may vary from house to house and will vary pending time of discovery and extenuating circumstances. The Inspection is further defined and limited by the Report, attachments and addenda. **The Inspection is only of visible and readily accessible areas. Company and/or Inspector do not move personal items, furniture or stored items, nor accept any liability for inaccessible areas or concealed damage or defects.** Although code compliance or manufacturer requirements are excluded from the Inspection, references to such may be used as a basis for the opinions of the Inspector. **Client agrees** the Inspection to be done is solely an attempt to identify significant and necessary "for function" repair needs, only at accessible areas. Company and Inspector intend to be observant and reduce Client's risk, however, the Inspection will not eliminate risk due extenuating circumstances and the visual non-invasive/non-destructive nature of Inspection. **Company and Inspector do not represent that any structure is free of latent defects nor does Company and Inspector warrant or guarantee that latent defects or that all cosmetic repairs or deficiencies will be identified.**

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LIMITATION OF LIABILITY AND CLIENT RIGHT TO NEGOTIATE

Client agrees that the total liability of Company and/or Inspector for any reason is limited to the amount paid by Client to Company and/or Inspector unless Client further negotiates compensated increased responsibility for Company and/or Inspector and is agreed to by all parties in writing. **Client agrees** that the Inspection and/or any fee paid to Company and/or Inspector should not be considered a guarantee, warranty, insurance premium or service contract. **Client agrees** that Company and/or Inspector are not required to pay for undiscovered repairs, latent defects, hidden or obstructed defects, omissions, interpretation errors, undiscovered damage, or any consequential damage. If Client is concerned about the expense or risk of undiscovered damage or deficiencies, Client should consider purchasing or negotiating for technically exhaustive inspections. Company is available to discuss these options at no extra charge. **Client acknowledges they are informed and have the right to negotiate the terms of this agreement.** This is not a Contract of Adhesion or an "all or nothing" agreement. Client is informed to ask questions for a complete and full understanding of this Agreement, the Inspection process and/or Report. Further investigating and consultation may be needed before closing and Client is advised by Company to extend any time line or "right to inspect" agreement that may exist in a real estate contract in order to properly understand the Inspection and secure additional inspections as desired.

MEDIATION / ARBITRATION DISPUTE RESOLUTION AGREEMENT

If Client questions the adequacy or accuracy of the Report, Client will notify Company verbally then confirm such in writing to Company within five (5) business days by certified mail. Client will allow Company to re-inspect the condition before any Client repair or replacement is done, limited to the following exception: If an "at risk" situation exists, Client's first action is to make immediate repair(s) to prevent life threatening situations or significant risk(s) of property damage while taking care to preserve any evidence of deficiencies for Company to subsequently inspect. Whether or not Client repairs or replaces the condition before Company has had the opportunity to re-inspect, Client understands that Company and/or Inspector neither accepts or assumes any responsibility for the repair or replacement of the condition and associated damages.

Client agrees that if a controversy or claim arises from or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by mediation by a mediation specialist agreeable to both parties.

If the mediation does not result in a settlement of the dispute, then any unresolved controversy or claim will be resolved by arbitration administered by the American Arbitration Association. The arbitrator(s) appointed shall have a thorough understanding of the home inspection industry and the TREC Standards of Practice. The decision of the arbitrator(s) appointed thereunder shall be final and binding on all parties and may be entered in any court or State agency having jurisdiction thereof. If parties agree, the mediator(s) involved in the parties mediation may be asked to serve as arbitrator. The arbitrator(s) shall be a citizen of the United States of America and the State of Texas.

The place of mediation/arbitration shall be in Parker County, Texas. The mediation/arbitration shall be in the same language the Agreement was written. The decision of the mediation/arbitration representative is bound to the terms of this Agreement, the Report and any addenda. The mediation/arbitration representative will have no authority to award punitive or other damages not measured by the prevailing parties' actual damages. Each party shall bear its own costs and expenses and an equal share of the mediation/arbitration representative and administrative fees. Except as may be required by law, neither party nor an arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without prior written consent of all parties. In the event any portion of this Agreement, Report or addenda is ruled "inadmissible as evidence", the remainder of all aforementioned documents or any portion thereof, shall remain admissible. In the event the American Arbitration Association is unavailable, a similar dispute resolution service utilizing these contracts must be used.

Should any court of competent jurisdiction declare any term, provision, covenant or condition of this Agreement, the Report or addenda, invalid, void or unenforceable, the remainder of the terms, provisions, covenants or conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Changes to this Agreement are not accepted without specific written approval by Andrew Way, President, Keystone Residential Inspection Services PLLC.

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BY SIGNING THIS AGREEMENT CLIENT OR CLIENT'S AGENT ACKNOWLEDGES THAT COMPANY REQUESTED SIGNED TO READ THIS AGREEMENT AND TO ASK ANY QUESTIONS BEFORE SIGNING. CLIENT SHALL READ THE REPORT, ATTACHMENTS AND ADDENDA BEFORE PURCHASING THE PROPERTY. CLIENT'S OR CLIENT'S AGENT SIGNATURE SHALL WARRANT A COMPLETE UNDERSTANDING OF THE TERMS AND CONDITIONS HEREIN AND AGREES TO BE BOUND SOLELY BY THESE TERMS AND CONDITIONS. SIGNED WARRANTS EXPRESSED CONSENT AND AUTHORITY TO SIGN FOR ALL ABSENTEE PARTIES AND SHALL INDEMNIFY COMPANY AND/OR INSPECTOR FOR ALL DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF INCOME OR PROFITS BECAUSE OF CLIENT'S ACTS OR OMISSIONS AND ANY ACTIONS BROUGHT FORTH BY OR AGAINST ABSENTEE PARTIES WHOSE CLIENT IS BOUND TO THIS AGREEMENT. NO TESTING FOR MOLD OR OTHER ORGANISMS OR HAZARDOUS CHEMICALS, MATERIALS, OR SUBSTANCES WILL BE PERFORMED BY INSPECTOR.

Please indicate if you would like another party to receive a copy of the final Report.

_____ No _____ Yes (please provide name and address)

Client(s) or Client's Agent Signature: (Signee represents authority to sign for all parties):

_____ Date _____
Signature

Printed Name

Inspector:

_____ Date _____
Andrew A. Way
TREC# 7765

Total due at end of inspection \$ _____ (to be filled in by Inspector)

A signed copy of this Agreement must be received before the Inspection will be started.