

SAPPHIRE INSPECTIONS, LLC.

10007 Briarwild Lane Houston, Texas 77080 Off: 713 973 2891 Fax: 281 392 2925

INSPECTION ORDER AGREEMENT

This agreement represents a binding contract between the **Client**, _____ and the Company, **Sapphire Inspections LLC.**, a local independently owned and operated business, for the inspection of the house / property located at _____

Fees are due and payable at time of inspection. Fees for any post-inspection services will be charged at the company's standard rate schedule. An extended time/scope inspection is available for client's preferring additional assurance regarding the condition of the house. Such an inspection must be prearranged due to the increased inspection time demands and the possible need for specialist to complete certain aspects of the inspection. If interested, contact the Company for information on fees, order agreement and scheduling requirements.

Inspection Options:

1. Client is ordering a standard home inspection of house / property noted above. The cost for this limited time / scope inspection is:

\$ _____

2. Client is ordering the following related additional assurance partial inspection services _____

The cost for these services is:

\$ _____

Total Inspection Fee Is:

\$ _____

TERMS AND CONDITIONS:

A. INSPECTION LIMITATIONS: The Company can only inspect and report on specified visible and accessible elements of the house proper. The inspection is not intended to detect latent conditions or concealed defects. The inspection will be performed according to the recognized industry standards.

Texas Licensure ([Title 113A, Article 6573a, Section 23](#)) **enacted in 1991.** The Texas licensure law, the Real Estate License Act, provides for the examination of home inspectors and established continuing education requirements. These and other requirements are contained in the [Texas Administrative Code, Subchapter R, Rules](#). For more information, contact the [Texas Real Estate Commission](#) at (512) 459-6544 phone or (512) 465-3910 fax.

The inspection will not involve destructive testing and will not include code compliance, geological / soil investigation, engineering design / diagnosis and adequacy evaluation, material identification or related services. Any related services performed by the Company are subject to the terms and conditions of this agreement. The inspection is not intended to determine whether the property meets insurance coverage requirements, home warranty underwriting requirements or mortgage eligibility requirements.

B. LIABILITY: A home inspection should not be considered a technically exhaustive inspection or an insurance policy against unexpected house repair or replacement needs. The client acknowledges that there is risk involved in purchasing a property and the purpose of this inspection is to reduce that risk but not eliminate it. Furthermore, the client agrees that the performance of the inspection does not transfer that risk or any portion thereof to the Company. No claim or legal action, including those alleging negligence, may be commenced against the Company after one year from the date of the inspection. The Company assumes no responsibility or liability for bodily injury or fatalities caused by any of the property's components or conditions or their effects, regardless of the cause. The Client agrees to

maintain adequate liability insurance to cover this potential liability. The Company's liability for any Client post-inspection claims, including those alleging error, omission, negligence or bodily injury, is limited to a maximum of the home inspection fee paid.

C. ENVIRONMENTAL HEALTH CONCERNS: The Client acknowledges that the home inspection is not intended to detect, identify or disclose any environmental or health concerns regarding this house or any property such as the presence of asbestos, radon, lead, formaldehyde, carbon monoxide, micro-organisms, fungi, mold, toxic materials, wood destroying insects or any other potentially toxic substances in the air, water soil or house materials.

D. PERMITTED EXCEPTIONS: If any stated limitations or standard is exceeded (i.e., environmental evaluation, code reference, etc), it is done solely at the Company's option and does not void the terms and conditions of this contract. Furthermore, if any portion of the contract conflicts with local statutes, only those sections are deleted and the balance of this agreement applies as stated.

E. ORAL REPRESENTATIONS: No oral statements made by the inspector or any other Company representative shall expand the scope or change the terms of this agreement or the Inspection Report. Furthermore, the written report shall be considered the inspection results and no oral representations shall alter the results or their interpretation.

F. OWNER DISCLOSURES: When provided by the seller, the Client will review any disclosure statements and agrees to follow up any serious or questionable concerns prior to closing. The Company has available, upon request an Owner's Disclosure for Clients use. The inspection should not be considered a substitute for Owner Disclosure.

G. PRE-CLOSING INSPECTION: The Client will perform a pre-closing inspection of the property, including systems and appliances. Should any new deficiency be uncovered, it will be reported to the Company immediately. The Company will assess the matter and re-inspect where applicable. If this inspection is not performed, the Company is relieved of any liability concerning any defects such inspection would have revealed.

H. CLIENT RESPONSIBILITY: Should a concern or dispute arise over the condition of an inspected element after closing of title, Client agrees to notify the Company in writing and provide it with the opportunity to assess the elements condition prior to any repair / replacement or the initiation of legal action. Failure to provide such notification and access for re-inspection will release the Company of any and all liability concerning this inspection. Should the client initiate legal action against the Company and in such action the Company is subsequently not found materially liable, the Client will be responsible for the Company's defense costs, including attorney's fees and expert witness fees. In addition, if Client or spouse is an attorney, it is agreed and understood that any and all claims or disputes arising out of this Agreement or the services performed or to be performed there under, shall be submitted for binding arbitration before a recognized arbitration association at the Clients expense. The parties shall be bound by the arbitrator's determination and expressly waive any and all legal remedies.

I. EXCLUSIVE USE: The inspection and report are performed and prepared for the sole and exclusive use of the Client. The report is non-transferable and may not be relied upon by other parties.

J. REFERRAL DISCLOSURE: The inspection Company will or may receive an administrative fee or referral fee for related 3rd Party Inspections, including WDI, pest, inspections, Home Security inspections, Well and Septic inspections, etc.

CONTRACT ACKNOWLEDGEMENT

Client or authorized representative acknowledges that this contract was read and its terms and conditions are understood.

Client or Authorized Agent

_____ Date: _____ Time: _____

Inspector Jay Etheredge signature _____ TREC ID 8253

ORIGINAL TO OFFICE: COPY TO Client