SELECT INSPECT ***CONTRACT & SERVICE AGREEMENT***
Property Consultants, LLC

This contract and service agreement (herein called "Agreement") is made and entered into as of this ***Date***, by and between ***Select Inspect Property Consultants, LLC***, herein also referred to as "S.I.", and ***Client (Buyer)***, herein referred to as "Client", to perform inspection services at the following property ***Address*** herein referred to as "Property".

Commercial Multiple-Family Property:_____**Address** _____- __**City**__, **Texas**- __**Zip Code**_

Inspector::_____Bruce W. Carr-owner Inspection Date:_____

Payment and signature of contract are required PRIOR to transfer of ownership of the Inspection Report. Refusal to sign or accept terms of this contract render the information provided to you verbally and in the report as null and void.

ACCESS & UTILITIES:

It is the seller's responsibility to arrange utilities, the professional responsibility of the seller's agent (if not FSBO) to inform the seller to clear adequate access to all major systems, components, areas for the inspection. This means unrestricted access at all electrical panels, attics, hvac systems, water heating appliances, sprinkler controls, etc. It is the responsibility of you (or your agent if so arranged), the client, buyer, to verify all utilities are on & access available prior to the inspection.

There is no discount for the inspection for lack of utilities or for any component or area "inaccessible" or "not readily accessible".

If the Property is Vacant, HUD, Winterized, or otherwise in a condition where utilities are or may be off upon the inspector's arrival: Someone else can turn on utilities OR In most cases & unless otherwise at the inspector's discretion the inspector will not turn on gas or water mains or appliance branch valves or electrical breakers found off upon arrival; will not de-winterize the property; will not light any pilots that are off upon arrival. The inspector will proceed to inspect only what is present, functioning/serviceable with normal controls, readily accessible, & safely available, when he arrives at the property.

SCOPE of WORK: I will not find "everything"; but I will sure try. There will be items & conditions that will not be revealed or reported by this inspection. I cannot predict the future, & cannot see through walls. There may be conditions that are LATENT & functioning / not obviiusly deficient during the inspection, that can fail when or shortly after you take custody of the property, or at any given time after the inspection. IF YOU ARE UNWILLING TO TAKE THIS RISK & FINANCIAL RESPONSIBILITY OF ANY & ALL DEFICIENCIES, YOU SHOULD HIRE A SPECIALIST IN EACH MAJOR SYSTEM & ARRANGE ALL REPAIR THROUGH THEM OR NEGOTIATIONS WITH THE SELLER PRIOR TO CLOSING.

Client will receive a written inspection report for Property. The inspection report is a limited visual examination of Property. An item is not inspected if the inspection of that item requires moving personal property, dismantling, destructive measures, or any action that will, in the opinion of the inspector, likely involve risk to persons or property. Anything not readily observable because it is concealed or inaccessible due to obstructions including, but not limited to, observed or implied safety hazards, floor coverings, insulation, furniture, personal property, soil, vegetation, water, ice or snow cannot be inspected. S.I. does not inspect cosmetic features of any item unless agreed to specifically prior to the inspection. We do may not test swimming pools or sprinkler systems when outside temperature is below 35 degrees, pool sweep, fences and gates, flood plain location, security features, inaccessible components of roof decking and composition over wood or wood over composition constructions, hidden damage to heat exchangers or any other component, operation of gutter, underground drain components, inaccessible substrate, plumbing, electrical, HVAC, or any other inaccessible component, area or item at the property. S.I. will report where in the inspector's opinion and at the time of inspection issues are discovered regarding performance, normal operating conditions, and obvious visible deficiencies. We inspect only those items listed on the inspection report and only the present operation or condition of those items. S.I. does not make guarantees, warranties, representations, or insure the future performance or condition of any item, as Client may consider to purchase warranties from a service company or an insurance company, to obtain related coverage. Most "Property Warranty" companies offer limited protection and contain many loop-holes that frequently allow them to deny coverage on claims. If you obtain a "property warranty" you should read and understand their fine print before purchase. This inspection report is not to be used by warranty or insurance underwriting, future purchasers, or interested parties other than the Client and/or Client's agent / representative with authority given by the Client. Client understands that most every item in any pre-owned property is in used condition and has at least some wear & tear conditions. We do not determine remaining life or warrantability, do not provide estimates or perform or pay for labor or equipment to repair any item. Any repairs suggested in the report concerning, but not limited to, plumbing, HVAC, natural gas, and electricity, should be performed by a licensed professional; and substantial compliance of the repairs should be confirmed and warranted when feasible by the person/company performing the work.

This inspection is to provide an opinion of compliance with standard acceptable building practices; this is not a "pass" or "fail" inspection; client is responsible for negotiating repairs with the builder/seller. This inspection does not prioritize discovered deficiencies. We do not inspect all property components and conditions to "code" or determine if components and conditions are compliant to current code requirements, as there are variations and amendments to code; some cities do not resource the most recent code source; some may be 6 years or older. In many cases there may be specific deficiencies in your report, where provided, that are referenced to code. If you have specific interest or concern regarding the property meeting "code", you should try to obtain or verify documentation of city / code inspection reports if available from your builder or local building officials. We do not determine insurability of any part of the property. Some city code officials "accept & or overlook" certain modifications & variations of code. Select Inspect does not reinspect to determine correction or compliance; that should be confirmed by the builder/seller & or service professional performing the work. We do not guarantee to identify recalled components or systems.

The inspection process "Property Condition Assessment"- PCA shall include a general analysis by Select Inspect. Select Inspect will provide and present a "Property Condition Report"- PCR of the property and photos where deemed necessary/appropriate by the inspector. We propose to complete the PCA/PCR of the above referenced commercial property in general accordance with the American Standard for Testing Materials (ASTM), available at www.astm.org ; Comprehensive inspection is available, & will require additional hours at additional fees. Upon completion of the PCA, we will provide you with a PCR "report" that includes a summary of deficiencies, recommended services or upgrades, and in some cases, estimated costs, after which we will be available for any consultation that you may need.

The inspection report shall contain information regarding the inspector's opinion regarding existing condition, discovered deficiencies, and representation of visible materials/components used in construction or mechanical areas. The report shall contain recommendations for maintenance, and estimated remaining life of major components, when possible to determine such. Items are visually examined during the evaluation of accessible areas. Parking areas or other onsite premises may be inspected in a cursory manner for general conditions. The inspection is not intended to be technically exhaustive nor shall it be construed as a compliance evaluation, except if otherwise noted in the specific report prepared by Select Inspect.

At your request, Select Inspect Property Consultants, LLC proposes to complete a property assessment of the address above in general compliance with ASTM standard E 2018-01, which is included with the report. The purpose of the assessment is to acquaint you with a summary of the overall condition of the property and thereby reduce the likely cost of unknown repairs that might affect your evaluation of the property. However, the inspection service is limited. It is not a code-compliance inspection and does not include any research, such as that necessary to establish boundaries, easements, and the issuance of permits or certificates of occupancy. It is not a specialized inspection, such as that conducted by geologists, engineers, environmental specialists, and termite inspectors, who evaluate soil conditions, determine differential settling or structural movement, test the quality of air and water, or detect the presence of pests or rodents, and harmful contaminants, such as radon, methane, asbestos, lead, formaldehyde, electromagnetic radiation, molds and fungi, termites, and other wood-destroying organisms. Similarly, in accordance with the guidelines established in ASTM E 2018-01,

I / we understand & agree to the conditions of this page & this document _____

Services to be performed

☐ **NEW CONSTRUCTION;** ☐
☐ **MultiFamily Dwellings**;
☐ Non-Dwelling Commercial Property;
☐ INSPECTION for OWNER / BUYER; regarding General conditions
☐ INSPECTION for BUILDER or Remodeler;

This inspection is to determine general overall quality of workmanship/condition of the property & or inspected components; inspect for & document substantial compliance with professional best practice & locally accepted codes; & provide a reasonable & detailed report & where deemed relevant by the inspector, markings/labels onsite for identification of some deficiencies.. This is NOT to determine compliance with architectural drawings, plans, or modifications,a nd is NOT an engineering service.

☐ **CONSULTATION** & verbal only **walk-through of property** with **NO report provided** (major deficiency only {ie roof, structure, major/general mechanical, electrical, plumbing}); you/client can take notes & pictures at your discretion; you will receive nothing in writing from Select Inspect other than an invoice & this contract. This service will NOT observe & will NOT include electrical branch circuits, insulation, ventilation, veneer, porch, balcony, stairs, decks, carports, doors, windows, cabinetry, counters, kitchen/garage appliances, hydro (jetted) tub, floor, ceiling, wall, biological, microbiological, or any cosmetic component & will NOT include removal of any cover/service panel (other than at fully accessible electrical cabinet) * **Major deficiency inspection**; This pertains to discovered significant deficiencies only; many/all cosmetic items or items not considered safety or expense conditions will not be reported. This inspection departs from the standard requirements of many items covered by full inspection standards. Some "non-major" items and conditions may be included where the inspector observed and noted other obvious repair conditions. Many "less significant" or "less expensive" conditions are not included with this report. If the property is inspected more comprehensively in the future, there likely will be conditions noted in that report, that may have been present at the time of this inspection, that were not inspected or reported, per the agreement of the significant deficiency inspection

☐ **GENERAL or individual item INSPECTION**
IMPORTANT: All other systems & components & conditions are not included with this report. If the property is inspected to the Texas Real Estate Commission standards in the future, there will be conditions noted in that report, that may have been present at the time of this inspection, that were not inspected & or not reported, per the agreement of this individual system / component inspection at a lesser fee. You are hereby acknowleding sign-off on these areas, systems, components.as requested by the client prior to the inspection. This inspection & the report depart from the standard requirements of the Texas Real Estate Commission inspection report standards.

☐ WOOD DESTROYING INSECTS**; OFFICIAL** TXSPCS **WRITTEN REPORT: ADDITIONAL FEE**:

The wood destroying insect report (wdir) is an attempt to identify WDI and evidence of current or prior infestation and conducive conditions. Additional information is contained in your reports; client agrees to read all documents in their entirety. This information is provided as an additional service. The WDI report is provided in a separate document, it is not to be viewed as part of the Texas Real Estate Commission promulgated property inspection report and is not regulated by form and process of the Texas Real Estate Commission. No guarantees or warranties are offered or implied. The inspector will not be responsible for undiscovered conditions, hidden damage, or future conditions or activity regarding wood destroying insects. Official TXSPCS (WDIr/Termite reports) are minimum $100; payment due prior to delivery of any such report. Return visits for reinspection of repairs related to conducive, obstructive, or other conditions as related to a WDI (termite) report will incur a fee of minimum $100 for return visit & *official* Tx Dept of Agriculture; SPCS wood destroying insect report (depending on size/location/distance).
Licensed and Regulated by the Texas Department of Agriculture, PO Box 12847, Austin, Texas 78711-2847 Phone 866-918-4481, Fax 888-232-2567

☐ SWIMMING POOL, spa, hot-tub ☐ OUTDOOR kitchen, cabana, grills, _____ ☐ _____**: other additional feature**
Select Inspect does not determine the safety of, quality of construction, life expectancy of any component, or condition of any inaccessible components. Pool / spa / hot bathtub, grills, showers, pumps, & all other optional equipment is operated in normal service modes only when readily accessible. Safety of the pool and surrounding area is not inspected, other than conditions specifically required in the Texas Real Estate Commission inspection standards, or where otherwise discovered and reported at the inspector's discretion. Refer to the "Guide to Your Property Inspection" provided at the inspection and or available at SelectInspect.com/Guide.htm. Optional system related deficiencies will be reported in the same manner and included with the "Property Inspection Report".

☐ **THERMAL IMAGING; REPORT: fee of minimum $200 @ > 10 ₵ per ft** ***if performed as an individual service***
☐ **THERMAL IMAGING; REVIEW: GRATIS**
Thermal imaging is a technology that allows the INSPECTOR to show things about a building that cannot be seen with the naked eye. It is NOT x-ray vision, CANNOT see through walls, & is NOT 100% accurate. Thermal imaging offers an advantage to the educated inspector & client to ASSIST this inspector in discovering anomalies that can be used in further investigation to aid in the discovery of deficiencies. This is not a mold inspection; This service will NOT identify all deficiencies at the subject property.
Thermal imaging produces images of invisible heat energy emitted from objects and systems in the building. Thermal imaging helps to diagnose the problem rather than merely identify symptoms and can sometimes, but not always, aid the inspector in locating & identifying deficiencies such as, but not limited to: Electrical faults, moisture intrusion, deficient building insulation or other components/materials, heat loss or other energy loss /efficiency conditions. CLIENT requests and authorizes INSPECTOR to perform a thermal imaging scan on the structure at the property listed above for the purpose of General Thermal imaging assessment & report of findings discovered at the property. This is not fully comprehensive as such would require removal of all drywall, veneers, floor coverings, & any other visual obstructions; this service will not be an inch by inch inspection & is non-invasive Inspector's liability arising for any damages allegedly arising out of any aspect of the thermal imaging service shall be limited to the additional amount paid for the thermal imaging scan & report. CLIENT voluntarily waives any claim for consequential, exemplary or incidental damages to the fullest extent allowed by law. The thermal imaging scan will be limited in scope to the equipment used by INSPECTOR. The inspection will be a non-invasive and non-destructive examination of the visible, safely and readily accessible portions of the interior and/or exterior of the structure for atypical temperature/thermal variations. NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES REGARDING FUTURE USE, HABITABILITY, OPERABILITY, SUITABILITY, OR MERCHANTABILITY WITH RESPECT TO THE SUBJECT PROPERTY ARE PROVIDED. All of the other terms of the Property Inspection Agreement are incorporated herein by reference.

RETURN VISITS TO THE PROPERTY ARE NOT INCLUDED with the original inspection fee. Return visits will cost a minimum of $250 to return to the property for up to one hour, & $100 per hour ($1.6~ per minute) after the first hour at the property, & a fee of $1 per mile round-trip. ADDITIONAL VISITS TO THE PROPERTY FOR INSPECTION OF CONDITIONS, UTILITIES, AND OR ITEMS OBSTRUCTED OR UNAVAILABLE AT THE INITIAL INSPECTION ARE NOT INCLUDED WITH THE ORIGINAL INSPECTION FEE. Refer also to the "Access & Utilities" paragraph above.
REINSPECTION OF REPAIRS REGARDING THE INSPECTION REPORT & WHAT YOU MAY OPTIONALLY NEGOTIATE WITH THE SELLER OF THE PROPERTY, AFTER RECEIVING THE INSPECTION REPORT IS NOT INCLUDED.

I / we understand & agree to the conditions of this page & this document _____

EXCLUSIONS: The inspection report contains the opinions of the inspector. The inspector is a generalist and is not a licensed engineer or specialist in any particular area. If the inspector recommends further information on an item be acquired by consulting with a specialist, Client must do so at Client's expense. All repair needs or issues of concern may not be addressed in the inspection report. The inspection report might not address the possible presence of, or danger from, any potentially harmful substances and/or environmental hazards including, but not limited to manufacturer recalls, Chinese drywall or similar, radon gas, lead paint, asbestos, urea formaldehyde, toxic or flammable chemicals, mold or fungus, or water and airborne hazards.

Select Inspect Property Consultants, LLC disclaims any responsibility for evaluating any concealed areas or components, such as subterranean ducts, pipes, or conduits within walls, floors, or ceilings, obstructed switches and outlets, the slab beneath carpets, the interior of heat exchangers, air-conditioning coils and supply ducts, significant portions of chimney flues, and the waterproof membrane beneath roofs, balconies or shower pans. Also, we do not evaluate or endorse the following specific components: computerized systems, radio or remotely controlled components, central vacuum systems, alarm, telephone, cable, or intercom systems, private sewage systems, private water supply systems, water softeners, water circulating devices, water filtration or purification devices, shut-off valves that are not in daily use, solar systems, saunas, steam showers, humidifiers, electronic air cleaners, in-line duct motors or dampers, washers, dryers, and their valves or drain pipes, thermostats, timers, clocks, recreational or other free-standing appliances, and low-voltage lighting. This Inspection has been produced in accordance with our signed contract and is subject to the terms and conditions agreed upon therein

In addition, Select Inspect Property Consultants, LLC does not tacitly endorse or guarantee the integrity of any structure or component that was built or modified without permit, and which could include latent defects, or any item that may have been subject to a manufacturer's recall. What Select Inspect Property Consultants, LLC provides is a conscientious but essentially visual inspection, recommendations for appropriate specialist service, and any consultation that may be necessary. In return, and in consideration of the fee, you are agreeing with your signature to abide by the terms and conditions of the contract. . We require a retainer of one half of the inspection fee with the balance due after you have received and reviewed the report. If this is the service that you require, please email a signed approval to bruce@selectinspect.com

DISPUTE RESOLUTION AND REMEDY LIMITATION: If Client has issues regarding this inspection arising out of an alleged act or omission by S.I., Client must notify S.I., in writing, within 10 business days of discovery and let S.I. re-inspect before changing the condition of the problem, otherwise, all claims for damage arising out of such complaints are waived by Client. Client agrees that any failure to timely notify S.I. and allow adequate time to investigate, prior to any modification of condition(s) after the time of inspection, shall result in Client's waiving of any and all rights Client may have against S.I. related to the alleged act or omission. If S.I. fails to perform the services as agreed or is careless and/or negligent in any performance of the services, our liability for any and all claims related thereto is limited to the fee paid for the services and there will be no recovery for consequential damages.

Mediation and Arbitration: If claim arises & cannot be settled between direct correspondence with S.I. and Client, both parties agree to attempt to settle claim through mediation in accordance with the rules of the American Arbitration Association under the Construction Industry Mediation Rules. If a settlement cannot be reached through mediation, the controversy or claim shall be settled through arbitration using an appointed arbitrator who is familiar with the property inspection industry and TREC standards of practice. The arbitrator shall be a citizen of the United States and the place of arbitration shall be in Collin County, Texas.

Limitations Period: Any legal action arising from this Agreement must be commenced within one year from the date of services. Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights or claims based thereon, unless such limitation is otherwise regulated by Texas State law or regulation.

Select Inspect makes no representation except what is specifically contained within the documents prepared by Select Inspect and the Select Inspect Contract. The report and this Contract are the sole and only agreement between Select Inspect and the client, and supersedes any prior written, verbal, or implied agreements between the client and Select Inspect regarding content within the Select Inspect Property Report, and Inspection Contract.

By accepting and relying on the information within these documents, the client expressly agrees to all agreements and limitations herein. The inspection is cursory and limited. The findings represent observed conditions at the property on the day and time of the inspection. The service attempts to reduce risk, but cannot and will not eliminate all risk of purchasing any property. Select Inspect does not warrant or guarantee that all conditions will be discovered or reported. Protection regarding errors and omissions are not stated nor implied. The inspector does not offer opinions regarding value or whether the property should be purchased. It is strongly recommended to obtain receipts, reports, and warranty information for prior repairs, and receipts, reports, and warranty information for history of repair and similar activity at this property.

PAYMENT BY CREDIT: Credit & Debit cards are accepted only on services of $200 or more; Convenience charge of up to 3% may be added to the total at the time of processing, for credit/debit card transactions.

PAYMENT BY CHECK: If paying by check; valid drivers license is required for confirmation of identity; check may not be post-dated; if the check has NSF, or is otherwise "hot" it may be filed with the district attorney in the county of the service, and an arrest warrant issued by the Distric Attorney against the writer of the bad check. Select Inspect charges an additional fee of $50 or ten times the amount charged by the bank, whichever is greater, for bad checks; payment then must be provided in cash or money order

ESL CLIENTS: I, "CLIENT", fluently speak, read, & write American English OR For all customers who do not FLUENTLY speak, read, write & understand American English, it is important to understand the following: Before you buy this property, you must have this contract, & the entire inspection report and any other documents relating to the property, translated by a bilingual lawyer or real estate consultant in your native language.

Inspection Fee $ Inspect-Fee

Due in full prior to release of the report

Client Name: **Client Name**

Client authorizes Select Inspect Property Consultants to forward copies of report(s) to: ☒ Client ☒ Client's Agent

☐ _____

I / we understand & agree to the conditions of this page & this document

Signature:**X**_____ Date:_____

Agreement by one purchasing partner or representative equates to agreement by all purchasing partners.