



**SELECT INSPECT
Property Consultants, LLC**

CONTRACT & SERVICE AGREEMENT

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".

Property: _____ **Address** _____ - **City** _____, **Texas** - **Zip Code** _____

Inspector:: _____ (Bruce W. Carr -TREC # 5281)

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. ***Initial ALL checked boxes and sign at the bottom of last page***

ACCESS & UTILITIES: Per TREC Real Estate Contract 20-10 section 7A: "...Seller at Seller's expense shall turn on existing utilities for inspections." 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".
In most cases & at the inspector's discretion the inspector is not allowed to & will not turn on gas or water mains or appliance branch valves or electrical breakers found off upon arrival; will not de-winterize the home; will not light any pilots that are off upon arrival. Unless, prior to the inspection, the inspector is provided full written release of liability from the seller, occupant, & their legal representative in this transaction including written consent to turn on water, gas, electrical, etc valves/circuits. The inspector will otherwise proceed to inspect only what is present, functioning/serviceable with normal controls, & available, when he arrives at the property.

If the home 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 with full written release of liability **PRIOR TO THE INSPECTION** as noted in the above section, client fully & unconditionally agrees to the following: By contracting Select Inspect to inspect this property, & by your reliance upon any information in this report you hereby take all financial responsibility & release Select Inspect & Bruce Warren Carr from liability of any potential damages caused by our turning on overcurrent-protection-devices (breakers) or utility supply valves in the attempt to operate utilities, fixtures, appliances, etc. for the benefit of your inspection process. Related information will be on page 5 of your property inspection report.

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 obviously deficient during the inspection, that can fail when or shortly after you take custody of the home, 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, 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 must purchase warranties from a residential service company or an insurance company, to obtain related coverage. Most "Home Warranty" companies offer limited protection and contain many loop-holes that frequently allow them to deny coverage on claims. If you obtain a "home 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 home 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.

CONDO or other unit of a 4 or fewer multifamily building(s) Client understands that though it is completely unrealistic to inspect this structure & one dwelling of multifamily buildings to the TREC standard, per CAD the 'building of address' is noted as 4 dwellings or fewer & falls under TREC guidelines.

NEW CONSTRUCTION; Final Inspection; "new" / previously unoccupied home purchased from builder of property

INSPECTIONS for REAL ESTATE TRANSACTIONS of EXISTING HOMES *Not Including Phase or New Construction Inspection:

Texas Real Estate Commission Standards of Practice: Select Inspect inspectors are state licensed professional real estate inspectors. The inspector performs inspections and provides written reports according to the standards established by the Texas Real Estate Commission (TREC) pertaining to the licensing of real estate inspectors (Rules 535.206-535.231). Standards of Practice and Complete Rules Governing Inspectors are available for Client review at www.trec.state.tx.us. Additional information is contained in the report(s); client agrees to read all related inspection documents in their entirety. This inspection is to provide an opinion of compliance with standard acceptable building practices; this is not a "pass" or "fail" inspection. This inspection does not prioritize discovered deficiencies, so please do not ask. 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. Select Inspect is not required to reinspect to determine correction or compliance; that should be confirmed by the service professional performing the work. We do not guarantee to identify recalled components or systems.

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.** It is the responsibility of the client (purchaser of service) & their real estate agent/broker/representative to ensure access to components & that utilities are on at the site prior to the inspection, as there will not be a "discount" for lack of utilities or lack of access. 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 UNAVAILABLE & WILL NOT BE PERFORMED BY SELECT INSPECT.

I suggest if you choose to amend your contract & negotiate repairs, thus allowing the seller to be your general contractor, that you obtain any & all receipts, invoices, warranties, & or other related documentation from the seller & contractor(s) performing any work you require. I (Select Inspect) am not required to nor will I return to the property to confirm, verify, approve or otherwise "reinspect" any repairs or improvements made after the date of the initial property inspection. REFER TO YOUR INVOICE & PAGE 4 OF YOUR INSPECTION REPORT FOR ADDITIONAL INFORMATION

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

WOOD DESTROYING INSECT INSPECTION/REVIEW; GRATIS: written official TXSPCS report NOT included; Diagram of property may be included with TREC property inspection report. Notes will be taken for future reference & you may decide to purchase the official TXSPCS written report in the future; though it will be back dated to the date of the inspection; inspector will be glad to verbally discuss any related discoveries, such as conducive conditions.

*It is the responsibility of the client/buyer and or their RE representative to Determine and conform with the lenders' requirements regarding this property, such as requirements for a written WDIR. You should understand that many lenders will require correction of some or all conducive conditions prior to closing; you are responsible for knowing what they will require and informing Select Inspect accordingly prior to the inspection. 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).

GAS LINE LEAKAGE TEST; if gas is present & available onsite & if determined possible / feasible by the inspector during the inspection

The inspection method performed is commonly accepted as very reliable, though we cannot and do not guarantee 100% accuracy. The inspector is not required to operate any main, branch, or shut-off valve. If a valve is off, the inspector will assume that a safety hazard condition exists, and the system may be noted as deficient, and may not be inspected in some cases. Safety, pressure, and shut-off valves are visually inspected only when accessible, and are not operated. Deficiencies will be reported in the same manner and included with the report.

SWIMMING POOL, spa, hot-tub \$125+ **OUTDOOR kitchen, cabana, grills, decks \$50+** _____; other

Select Inspect does not determine the safety of, quality of construction, life expectancy of any component, or condition of any inaccessible components. Cooking & pool-house structure & mechanical equipment if inspected is operated only in normal user mode in same standard at similar components within the home; Pool / spa / hot bathtub, grills, showers, pumps, & all other optional equipment is operated in normal service modes only when readily & safely accessible, in the opinion of the inspector. Safety of the pool and surrounding area is inspected visibly where safely & reasonably accessible; pressure, resistance, integrity testing is *not typically performed*. Other than conditions specifically reported, or where otherwise discovered and reported at the inspector's discretion, spa & pools are inspected when safely & reasonably accessible in a *cursorry, time restrictive manner*, with general standards of the NSPF. Fully *comprehensive inspection & testing is available for a substantial additional fee- minimum \$500*; please let us know if you are interested. Optional system related deficiencies may be noted at the discretion of the inspector

 THERMAL IMAGING; REVIEW; GRATIS

NOT Infrared Thermography; 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 is merely a tool which 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. The images can then be included in the inspection report providing supporting documentation to the report. Many images will be taken by the inspector; not all images will be included in the report, unless otherwise agreed to between the inspector & client prior to report preparation. It is harder to detect temperature differences on the outside surface of the building during windy weather. Because of this difficulty, interior surveys are generally more accurate because they benefit from reduced air movement, & in most cases, outdoor areas are not checked with Thermal imaging. To prepare for an interior thermal scan, the homeowner should take steps to ensure an accurate result. This may include moving furniture away from exterior walls and removing drapes. The most accurate thermographic images usually occur when there is a large temperature difference (at least 20°F [14°C]) between inside and outside air temperatures. In northern states, thermographic scans are generally done in the winter. In southern states, however, scans are usually best conducted & often more accurate during warm weather with the air conditioner operational.

1. 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

2. 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.

3. 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.

4. Thermal imaging services do NOT include any inspections, examinations, testing or evaluations for harmful, dangerous, or toxic substances or materials or environmental hazards including but not limited to: mold, bio-aerosols, radon, lead, asbestos, non-biological airborne particulates, contaminants, petroleum products, petrochemicals, radioactive materials, electromagnetic radiation, plant, animal, or insect secretions or excretions. Infrared cameras are not moisture meters but can aid in identifying areas that warrant further investigation. If INSPECTOR offers any information or opinions about any of the foregoing, this information shall be deemed to be informational only and supplied as a courtesy to the CLIENT and shall not be deemed to be an amendment to this addendum or the property inspection agreement.

5. CLIENT agrees to indemnify and hold harmless INSPECTOR, its agents, employees, and inspectors for the presence of any harmful, dangerous, or toxic substances or materials or environmental hazards including but not limited to those listed in part 4 of this addendum as well as for any and all damages and liability for any mitigation, construction, or any other costs associated with the presence of any such hazards or substances or materials.

6. If CLIENT desires to obtain information regarding the presence of any harmful, dangerous, or toxic substances or materials or environmental hazards including but not limited to those listed in part 4 of this addendum, it is solely the responsibility of the CLIENT to contact and engage the services of qualified individuals or companies that specialize in the areas of specific interest or concern.

7. All of the other terms of the Property Inspection Agreement are incorporated herein by reference.

ELEVATION: Vacant homes preferred; no pets or children allowed roaming in home during service, to avoid equipment damage
additional fee of minimum \$200 @ \geq 10 C per ft minimum 2 day advance notice ideal

Conditions may be limited by furnishings, storage, people, pets, & other obstructions & unavoidable factors. The purpose of this evaluation is to provide a baseline of general levels discovered at the property on the day of inspection. This report does not involve soil samples, geological samples or conclude a determination of need for or against foundation repair. This is not an engineer's report and in no way is it to be implied that this is an engineering report. This information is limited in nature and is to aid the client in better understanding the elevation variances of the foundation structure at the time of inspection. Guarantees and or warranties are not included nor shall they be implied by the inclusion of this service. The home must be vacant during the inspection to avoid furniture/storage obstructions, pets, people, limited access to many areas within each/multiple rooms; most rooms will only have measurements from 4 corners & center

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.

MEDIATION AND ARBITRATION: If claim 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 home 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.

DISPUTE RESOLUTION AND REMEDY LIMITATION: Notice of Claim: 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.

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.

HOLD HARMLESS AGREEMENT: Client agrees to hold any and all real estate agents / brokers / other parties involved in the negotiation, purchase, and transaction of the above-mentioned property, harmless from incident resulting from negligent action or damage that is proven to be caused by a Select Inspect representative. Client agrees that any and all real estate agents / brokers / parties involved (other than Select Inspect) are exonerated from all loss, damage, liability, and expense occasioned or claimed by reason of action or neglect by a Select Inspect employee. If you have a problem with SIPC, you agree to contact us so we can help resolve it.

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.

I "THE CLIENT" FULLY UNDERSTAND THAT I "THE CLIENT" AM SOLELY RESPONSIBLE FOR THE ACTIONS OF MYSELF AND ANY PERSONS I MAY BRING & OR INVITE TO THE PROPERTY.

I "THE CLIENT" FULLY UNDERSTAND THAT THE INSPECTOR, "SELECT INSPECT" IS NOT RESPONSIBLE FOR ANY ACTIONS, DAMAGES, BEHAVIOUR OR ANY OTHER CONDITIONS CAUSED BY THE "CLIENT" OR "CLIENTS' GUEST(S)", & WILL NOT BE HELD LIABLE FOR ANY ACTIONS OF MYSELF, "THE CLIENT", AND OR ANY ACTIONS BY PERSONS I "THE CLIENT" MAY BRING & OR INVITE TO THE PROPERTY.

The fact that one portion of this agreement may be invalid shall not affect the validity of any other part of the agreement.

Other important documents have been or will be provided that contain related, important information. Client agrees to read the entire inspection report and all related documents prior to purchase of the property.

Upon receipt of payment, the report is provided for the exclusive and confidential use of Client. By signing below, Client pledges to fully read the entire inspection report before purchasing above named Property. By signing below, Client has read and fully understands the Contract and Service Agreement and agrees to pay the inspection fee as listed below.

Inspection Fee	\$ Inspect-Fee	Total	\$ Total \$ Fee
Other	\$ n/a	<i>Due in full prior to release of the report</i>	
Other	\$ n/a		
Other	\$ n/a		

Client Name: Client Name

Signature: _____

Date: _____

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