SELECT INSPECT ***WOOD DESTROYING INSECTS Contract***
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".

Property:____**Address** _____-__**City**___, **Texas**-__**Zip Code**_

Inspector::_____(Bruce W. Carr - **CA 0558305 T TDA- TPCL # 0713491**) 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*

WOOD DESTROYING INSECTS; OFFICIAL TXSPCS WRITTEN REPORT:
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

ADDITIONAL INFORMATION
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..
There is no discount for the inspection for lack of utilities or for any component or area "inaccessible" or "not readily accessible".
The inspector will otherwise proceed to inspect only what is present, functioning/serviceable with normal controls, & available, when he arrives at the property.
RETURN VISITS TO THE PROPERTY ARE NOT INCLUDED with the original inspection fee. REFER TO YOUR INVOICE & INSPECTION REPORT FOR
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.

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.
OR 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.

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

Client Name:____**Client Name**_____

Signature: _____ Date:_____
Agreement by one purchasing partner or representative equates to agreement by all purchasing partners.