



IMPORTANT LIMITATIONS & LIABILITY LIMITATIONS AGREEMENT

A-Tex Inspection, Inc. is a general real estate inspection company. We are licensed & regulated by the Texas Real Estate Commission. Our inspection forms are promulgated by the Texas Real Estate Commission.

What we do:

We work for you and in your best interest as the real estate consumer. We perform a visual inspection of accessible areas, systems and components and report to you the general condition of these items. We report to you if an item is performing the function for which it was designed or is non-functional or deficient. We will explain the Property Inspection Report to you or your designated party. Our services are performed in a professional & workmanlike manner. Our documented report of the inspected property and its contents are based solely on the conditions and appearances present at the date and time of our inspection. If we report that an item is not functioning or is deemed deficient, we urge you to have that item examined by a specialist prior to making final purchase of property so exact repair costs can be determined. We also advise you to recheck the functional ability of systems to insure no defects have occurred after the date and time of our inspection and prior to closing. If a structure has been unoccupied for any extended period of time, it is not uncommon for defects to occur particularly in plumbing joints or air conditioning systems.

What we do not do:

We do not eliminate any potential risk in purchasing real property but our inspection can help minimize risks and aid in your decision making process. We do not address, nor comment on, the condition or functional abilities of any item past the specific date and time of our inspection. We do not offer guarantees, warranties or insure the future performance of any item, whether inspected or not. If your desire a guarantee or warranty you must obtain such products from a company in that business. We do not determine the insurability of any system or component. We do not inspect any item that we cannot see in a normal manner of inspection. We do not move furniture, rugs, carpeting, paintings or any other furnishings or stored items when inspecting occupied homes. We do not estimate costs of repairs. We do not enter areas with less than proper clearance space needed, or areas, in the opinion of the inspector as determined unsafe. We do not walk on steep pitched roofs, wood shingle / wood shake roof surfaces, clay tile, or slate roof surfaces, or any roof surface that is determined by the inspector to be unsafe or hazardous. These roof areas will be inspected from the ground or attic, or both. When noted in this report that the roof was inspected from the ground or attic, any comment contained in the report relating to the functional ability of the roof or roof related components only pertain to those areas that are visual and apparent to the inspector from the ground or attic. We do not dismantle any item or system to check internal components, specifically including gas furnace heat exchangers. We do not inspect for building codes, soil analysis, design adequacy, capacity, efficiency sizing, pollution, or habitability. We do not inspect for chemical contaminants or pesticide accumulations. We are not liable for damage or defects which may be cosmetically masked or concealed in the property which are not apparent under normal inspection conditions or any damages that may have occurred since the date and time of our inspection. Example, but without limitation, minor areas of moisture penetration around points of roof penetrations are not readily detectable during dry periods. Example, but without limitation, early stages of thermal pane window seal failure and degree of cleanliness may affect the inspectors ability to determine seal failure in thermal pane windows. In addition, Window coverings, solar screens, window tinting, level of cleanliness, available light, temperature, humidity and atmospheric pressure all can inhibit the inspector from accurately determining seal failure in thermal pane glass at a single or specific time of inspection. Only obvious thermal pane seal failure is documented in this report.

Any further limitations unique to your inspected property will be specifically noted in the Property Inspection Report.

Your part:

You agree not to let any third party, not associated with the negotiations or consummation of the sale of the inspected property, to have access to or rely on information contained within this Property Inspection Report. You agree to limit liabilities incurred by us or our associates which pertain to this inspection to the amount of the fee paid for this inspection and release our company and its associates from any further liability. You agree to have any dispute matters heard or resolved in small claims court up to the limit of small claims court, and any dispute in excess of small claims court shall be submitted to binding arbitration through Construction Dispute Resolution Services. You further agree to commence any action within (1) year of the date of the inspection. You attest that the inspector performing this inspection has made no oral representations that differ from the contents of this agreement.

You agree to the provisions and limitations of this contract by your reliance upon any information provided by the Property Inspection Report. I agree that I have read and understand the above agreement.

CLIENT: X _____ DATE: _____