



SUBJECT PROPERTY:			
CLIENT'S NAME:			
CLIENT'S ADDRESS:			
REALTOR'S NAME AND COMPANY:			
REALTOR'S ADDRESS:			
SELLER'S NAME:			
SELLER'S ADDRESS:			
INSPECTION FEES	OTHER:	\$	
BASIC:	\$	OTHER:	\$
SWIMMING POOL:	\$	OTHER:	\$
LANDSCAPE SPRINKLER:	\$	TOTAL FEE:	\$

Client (named above) requests a visual inspection of the subject property to be conducted by a licensed professional engineer and licensed professional real estate inspector. The purpose of this inspection is to inform the client of visually observable major deficiencies in the condition of the inspected systems and items at the time of the inspection. Client has secured all approvals necessary for inspector's entrance onto the subject property.

**FEE:** Client agrees to pay the fee stated above for the performance of the inspection. If client fail to timely pay the agreed upon fee, client shall be responsible for paying any and all fees associated with collection, including, but not limited to, attorney's fees and costs.

**SCOPE OF INSPECTION:** The inspection to be performed for client is a non-invasive visual examination of the inspected systems and items of the subject property. Major visible defects as they exist at the time of the inspection will be noted on the report, which will be prepared by the inspector during and after the inspection. The inspection will be performed in accordance with the Standards of Practice of the Texas Real Estate Commission (TREC), and the inspector will use the TREC Property Inspection Report format to report the findings. The inspection and report thereon do not constitute a warranty, guarantee, insurance policy, or substitute for real estate transfer disclosures, warranties, or Seller's Disclosure Statement, some or all of which may be required by law.

**EXCLUSIONS:** This inspection is limited to the real property and does not include personal property unless so indicated in the report. Inspector will not inspect or report on systems and items that are not included or that are specifically excluded in the TREC Standards of Practice or Property Inspection Report unless otherwise agreed to in writing signed by the parties. No representation is made as to how long any equipment will continue to function. Maintenance conditions may be discussed, but they are not a part of the inspection. The inspection to be performed is a visual inspection only. Latent or concealed defects and deficiencies are excluded from the inspection. Inspector shall make no accommodation, nor shall he have liability, for conditions that are concealed from view or inaccessible to the inspector. A system or component is not accessible if inspection requires moving personal property or finish coverings, dismantling, destructive measures, restoration of utility service, or any action that will, in the opinion of the inspector, likely involve risk to persons or property. The inspection may make reference to noted code deficiencies, in particular as required by TREC's Standards of Practice, but is not intended to be a comprehensive analysis of all possible code non-conformities.

**LIMITED WARRANTY: CLIENT ACKNOWLEDGES THAT THE INSPECTOR WARRANTS ONLY THAT HIS INSPECTION WILL BE PERFORMED IN ACCORDANCE WITH THE SCOPE DEFINED HEREIN, THE INSPECTION REPORT, AND THE STANDARDS OF PRACTICE OF THE TEXAS REAL ESTATE COMMISSION. THIS IS A LIMITED AND NON-TRANSFERABLE WARRANTY AND IS THE ONLY WARRANTY GIVEN BY INSPECTOR. INSPECTOR MAKES AND CLIENT RECEIVES NO OTHER WARRANTY, EXPRESSED OR IMPLIED. ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND WAIVED BY CLIENT. THIS STATED**

EXPRESSED LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF INSPECTOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE INSPECTION AND ANY DELIVERY AND USE OF AND RELIANCE ON THE REPORT. CLIENT WAIVES ANY CLAIM FOR CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES. CLIENT'S EXCLUSIVE REMEDY AT LAW OR IN EQUITY IS LIMITED TO THE DAMAGES EQUAL TO THE INSPECTION FEE PAID.

**DISCLOSURE:** Client requests and authorizes inspector to disclose information and provide a copy of the report to real estate agents, sellers, lenders, attorneys and other parties intimate to this transaction. Inspector authorizes client to provide a copy of the report to the seller, the lender and the real estate agents in this transaction.

**STATUTE OF LIMITATIONS:** The parties agree that no claim, demand, or action, whether sounding in contract or in tort, may be brought to recover damages against the inspector, or its offices, agents or employees more than one year after the date of inspection. Time is expressly of the essence herein. Client understands that this time period may be shorter than otherwise provided by law.

**CHOICE OF LAW AND VENUE:** This agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall be in Comal County, Texas.

**ENTIRE AGREEMENT:** This agreement constitutes the entire integrated agreement between the parties pertaining to the subject matter hereof and may be modified only by a written agreement signed by all of the parties. This agreement supercedes any and all representations or discussions, whether oral or written, if any, among the parties relating to the subject matter of this agreement. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement.

I/WE HAVE READ UNDERSTAND AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS.

CLIENT(S) \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_ DATE \_\_\_\_\_

INSPECTOR \_\_\_\_\_ DATE \_\_\_\_\_

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