

## **INSPECTION AUTHORIZATION /AGREEMENT**

TAHI Inspection Services, herein after known as the Inspector agrees to conduct an inspection for the purpose of informing the client of major deficiencies in the condition of the property at:

THE WRITTEN REPORT IS THE PROPERTY OF THE INSPECTOR AND THE CLIENT AND SHALL NOT BE USED BY OR TRANSFERRED TO ANY OTHER PERSON OR COMPANY WITHOUT BOTH THE INSPECTOR'S AND THE CLIENTS WRITTEN CONSENT.

1) This inspection of the subject property shall be performed by the Inspector for the Client in accordance with the Standards of Practice established by the Texas Board of Realtors and the Texas Real Estate Commission.

2) The purpose of this inspection is to identify and disclose visually observable major deficiencies of the inspected systems and items at the time of the inspection only. Detached buildings are not included.

3) This inspection is not intended to be technically exhaustive nor is it considered to be a GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE CONDITIONS OF THE PROPERTY, ITEMS AND SYSTEMS INSPECTED AND IT SHOULD NOT BE RELIED ON AS SUCH. The Inspector shall not be held responsible or liable for any repairs or replacements with regard to this property, systems, components, or the contents therein. Company is neither a guarantor nor insurer.

4) THE INSPECTION AND REPORT DO NOT ADDRESS AND ARE NOT INTENDED TO ADDRESS CODE AND REGULATION COMPLIANCE, THE POSSIBLE PRESENCE OF OR DANGER FROM ASBESTOS, RADON GAS, LEAD PAINT, UREA FORMALDEHYDE, SOIL CONTAMINATION AND OTHER INDOOR AND OUTDOOR SUBSTANCES. THE CLIENT IS URGED TO CONTACT A COMPETENT SPECIALIST IF INFORMATION, IDENTIFICATION, OR TESTING OF THE ABOVE IS DESIRED.

5) Any matter concerning the interpretation of this Agreement, of the Inspection Report, or any claim based upon either of them shall be subject to mediation between the parties or failing such mediation shall be resolved by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, except for the rules pertaining to the arbitrator selection. The three (3) arbitrators should have knowledge of the home inspection industry and one arbitrator must be a member of TAREI with at least five (5) years of Home Inspection experience.

6) The inspection service is conducted at the property. The physical on-site inspection of the property is a very valuable time of exchange of information between the Inspector and the Client. Any particular concern of the Client must be brought to the attention of the Inspector before the inspection begins. The written report will not substitute for Client's personal presence during the inspection. It is virtually impossible to fully profile any building with any reporting system. Unless Client attends and participates in the inspection process itself, the Client will have no chance of gaining all of the information that is offered.

The undersigned have read, understood and accepted the terms and conditions of this agreement and agree to pay the charges specified below:

## ACKNOWLEDGEMENT OF LIMITATIONS:

The undersigned understands that the inspection process is not designed to be exhaustive or or all encompassing. A good faith effort is made to discover major deficiencies of the structure; but in no way does the inspector or inspection company offer any guarantee that all issues, significant or otherwise, will be discovered during the inspection process. Multiple limitations exist at all properties being inspected. These limitations will reduce the ability to investigate areas and discover possible issues. Further information can be found at the TREC website and in the body of any TREC reports delivered to the clients (if applicable).

CLIENT ACKNOWLEDGES INSPECTION LIMITATIONS AND ACCEPTS ALL ASSOCIATED RISKS:

The inspection process is NOT designed to discover and report upon all issues present or possibly present at the time of inspection. The inspection process is designed to provided the client with a general overview and professional opinion of a building's basic condition. Inspection results are based on LIMITED information which may prevent the detection of deficiencies, both minor and major. All clients/agents engaging in the inspection process are advised to anticipate and budget for unexpected/undiscovered issues. The inspection process can provide various points of valuable information, however, the risk of unexpected costs and issues is not eliminated through this service. The client acknowledges the limitations of the inspection processes and accepts the responsibility of all unexpected issues, hazards, and costs that may or may not have been present at the time of inspection.

CLIENT NAME AND INSPECTED ADDRESS:

DATE:

SIGNATURE: