

WOODWAY INSPECTION SVCS, PLLC 1410 Wilde Rock Way • Houston, TX 77018 Phone (713) 542-6565 www.woodwayhomeinspectionsvc.com	INSPECTIONS AND CONSULTING INSPECTOR: Ronald E. Wood TREC LICENSE NUMBER 7350	DATE OF INSPECTION: / /2016
CLIENT NAME: _____ ADDRESS: _____ E-MAIL: _____ CITY-ZIP _____ PHONE: () _____ HOUSE INSPECTED: _____ INSPECTION FEE/INVOICE: \$ _____. ⁰⁰ CASH/CK/CREDIT # _____		

Scope: A home inspection is a visual evaluation of reasonably accessible areas of the home. The inspection and report follows the guidelines set by the Texas Real Estate Commission's "Standards of Practice", defining the standard of duty and the conditions, limitations and exclusions of the inspection. The inspector attempts to identify the present condition of noted items. Due to the nature of mechanical systems, no accurate prediction of remaining life is made. The report is based on the opinion of the inspector from conditions noted at the time of inspection. Do not expect all deficiencies to be discovered in the inspection, some will be elusive to the inspector. Detection of hidden damage from water, insects or fire between the walls or under the attic insulation or other areas that are not **visible** is beyond the scope of this limited visual inspection. The risk of unexpected problems is not eliminated; the risk is only reduced. The inspector is neither an insurer nor guarantor against defects in the house. No warranty, expressed or implied, as to the fitness for use or condition is made. The inspection is not a building code compliance or a design verification inspection, ask the inspector if you are not positive what is covered and what is not covered.

CONTRACT THE PARTIES AGREE AS FOLLOWS:

1. WOODWAY INSPECTION SVCS, PLLC (hereafter called the COMPANY) agrees to perform a limited visual inspection of the subject house and to provide CLIENT with a written inspection report identifying the major deficiencies. This inspection will be of readily accessible areas of the house and is limited to visual observations of apparent conditions existing at the time of the inspection only.

The inspection only includes items and systems expressly and specifically identified as follows: Drainage, Interior, Heating, Roof, Foundation, Insulation, Driveways, Electrical, Attic, Fireplace(s), Appliances, Plumbing, Exterior, Sidewalks, Central Air Conditioning, Material of Construction, Central Vacuums, Fence.

2. The inspection and report are performed and prepared for the sole, confidential, and exclusive use and possession of CLIENT. COMPANY accepts no responsibility for use or misinterpretation by third parties. This contract and inspection are subject to the limitation noted in the report and the exclusions noted in the above standards.

3. **Items and systems NOT included in the inspection are as follows: underground utilities, playground equipment, pools, wells/springs, tennis courts, elevators, solar panels, security systems, icemakers, detached buildings, cosmetic items, cesspools, intercoms, personal property, sprinkler system, septic tanks, water softeners, microwave leakage, hot tubs, recreational appliances, automatic oven cleaners, low voltage exterior lighting, drain fields.**

4. This inspector is not a professional engineer. The opinion given on the performance of the foundation is based on this inspector's personal experience and knowledge. Foundation opinion are highly subjective and you may want to employ a registered professional engineer to further evaluate the foundation and the conditions noted or give a second opinion prior to closing. This inspection does not include foundation elevation charting with a laser level or water level, or the evaluation of such charting. The inspection does not include hydrostatic water leak testing for hidden water leaks or drainpipe leakage in or under the house, which can damage the foundation.

No determination regarding the future integrity of the foundation is made or inferred.

- This inspection does not address any exterior siding, structural or mechanical recalled or class action lawsuit defective components, systems or equipment or any item on a safety recall notice.
- A/C thermostats or timers are not checked for accuracy or calibration.
- Air conditioners cannot be safely checked when the outside temperature has been below 60 degrees within 24 hours.
- Pressure gauges are not used to test air conditioners
- Gas lines are not pressure tested for leaks.
- Full evaluation of the integrity of a heat exchanger requires dismantling of the furnace and is beyond the scope of this limited visual inspection.

- Electrical system is not checked under full load/demand.
 - Some items are checked by a sample such as electrical wall plugs, windows and window locks.
 - Garbage disposals are checked for operation only.
 - The roofing material and flashing are visually observed for defects and indications of leaks, however, all leaks cannot be detected visually. The detection of some leaks requires water testing. WATER TESTING IS NOT INCLUDED IN THIS INSPECTION, AND GUARANTEE IS NOT MADE THAT THE ROOF DOES NOT OR WILL NOT LEAK.
 - The inspector is not required to move personal property, debris, furniture, equipment, and carpeting or like materials, which may impede access or limit visibility. Any deficiencies and defects, which are latent or concealed, are excluded from the inspection. The inspection is not intended to be technically exhaustive. Equipment and systems will not be dismantled.
5. THE INSPECTION AND REPORT DO NOT ADDRESS AND ARE NOT INTENDED TO ADDRESS THE POSSIBLE PRESENCE OF DANGER FROM ASBESTOS, MOLD/MILDEW, RADON GAS, LEAD PAINT, UREA FORMALDEHYDE, TOXIC OR FLAMMABLE CHEMICALS, WATER OR AIRBORNE RELATED ILLNESS OR DISEASE, AND ANY OTHER SIMILAR OR POTENTIALLY HARMFUL SUBSTANCES. WE DO NOT TEST FOR NOR DO WE COMMENT ON WATER QUALITY, AIR QUALITY OR OTHER GENERAL ENVIRONMENTAL FACTORS. THE CLIENT IS URGED TO CONTACT A REPUTABLE SPECIALIST IF INFORMATION, IDENTIFICATION OR TESTING FOR THE ABOVE IS DESIRED. In addition, the presence or absence of rodents, termites, or other insects/vermin is NOT covered by this inspection.
 6. THIS INSPECTION REPORT IS NOT INTENDED TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE ADEQUATE PERFORMANCE OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM OR SYSTEM. THE INSPECTION AND REPORT ARE NOT INTENDED TO REFLECT THE VALUE OR INSURABILITY OF THE PREMISES, OR TO MAKE ANY REPRESENTATION AS TO THE ADVISABILITY OR INADVISABILITY OF PURCHASE OR THE SUITABILITY FOR USE.
 7. The inspection/report is not a certification of any kind. COMPANY shall not be construed as insuring against any defect or deficiencies not contained in the inspection report and subsequently discovered by the CLIENT. This inspection is not an insurance policy. This inspection may not meet the standards of some home warranty insurance companies.
 8. In the event of a dispute between the parties relating to this agreement, the parties or their representatives will meet promptly in an effort to resolve the dispute amicably. Upon the request of any party to this agreement, all unresolved disputes (not limited to breach of contract action) relating to this agreement and not barred by the applicable limitations period, except those claims by a seller or creditor against a buyer or debtor for payment on an account under Rule 185 of the Texas Rules of Civil Procedure, shall be submitted for binding arbitration and then neither party shall have a right to bring suit in court.

 **INITIAL IF AGREEABLE**

9. The parties agree that the maximum liability for COMPANY, its employees or agents, is limited to an amount not to exceed the fee paid for the inspection service. COMPANY will not be held liable for any claims if repairs or replacements are made, or money is spent without notifying COMPANY so it can re-inspect.

The CLIENT is immediately to put in writing to COMPANY problems with the service. Communications must be consistent in that the party originally accompanying the inspector will be the party resolving the problem.

 **INITIAL IF AGREEABLE**

10. COMPANY reserves the right to terminate the inspection for any reason that may be hazardous to the health and/or safety of the inspector.
11. Severability: If any portion of this agreement is found to be invalid or unenforceable by any court, arbitrator or mediator the remaining terms shall remain in force and effect between the parties to the fullest extent possible.
12. If CLIENT is married, CLIENT represents that this obligation is a family obligation incurred in the interest of the family.
13. This agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such charge or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties, and their heirs, executors, administrators, successors and assigns.
14. CLIENT will be charged a Cancellation/Trip Fee if the COMPANY, CLIENT and/or their representative cancels the scheduled inspection for any reason. The minimum fee charged will be no less than \$150.00 due at the time of cancellation.
15. COMPANY will impose a cancellation fee to be applied to any inspection cancelled without a full 24-hour notice.

.THE ABOVE IS UNDERSTOOD AND AGREED TO:

 CLIENT OR REPRESENTATIVE _____ DATE _____

INSPECTOR _____ STATE LICENSE #7350 DATE _____