



HIRE

Home Inspection & Repair Estimation
Services

Ph. 830-460-1774
Fax 309-213-1534
5755 Hwy 29 E.
Georgetown, Texas
78626
www.hireservtx.com



Home Inspection Contract

1. PARTIES: _____ (Client) agrees to employ HIRE Services to provide real estate inspection services.

Client authorizes distribution of the report to:

Client Agents Title company _____ Other: N/A

2. SUBJECT PROPERTY ADDRESS: _____

3. DATE AND TIME: the inspection all be conducted on _____

4. FEE: Client agrees to pay a fee of \$ _____ Upon inspection/or delivery of report to HIRE Services.

5. INSPECTION: HIRE Services agrees to provide an inspector, licensed by the State of Texas, who will perform the following inspections:

- A. **Structural:** as per standards of practice §535.228
- B. **Electrical Systems:** as per standards of practice §535.229
- C. **HVAC Systems:** as per standards of practice §535.230
- D. **Plumbing Systems:** as per standards of practice §535.231
- E. **Appliances:** as per standards of practice §535.232
- F. **Optional Systems:** as per standards of practice §535.233

HIRE Services does **NOT** inspect the following: termites, laundry equipment, air humidifiers, water filters/conditioners, pumps and septic systems, cleaning function of self-cleaning ovens, general inspection of gas lines, asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, water or airborne diseases, rodents, insects, and/or wood destroying insects.

6. WARRANTY: No warranties or guarantees are expressed or implied as a result of this inspection. The inspection report is valid only for the day and time of the inspection. The Client recognizes that there is **NO REPRESENTATION OF WARRANTY OR GUARANTEE** on the future life for the items inspected. The inspector does not take responsibility for non-compliance with any building, electrical, mechanical, or plumbing codes established by municipal ordinances.

7. ENTIRE AGREEMENT: This Agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change 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.

NOTICE: CLIENT HAS RECOURSE OPTIONS PURSUANT TO CHAPTER 1102, TEXAS OCCUPATIONS CODE SUBCHAPTER H, REAL ESTATE INSPECTION RECOVERY FUND.

CONTACT: Texas Real Estate Commission (TREC) P.O. Box 12188, Austin, TX 78711-2188
(800) 250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>)

SEE SECOND PAGE OF THIS CONTRACT FOR IMPORTANT LIMITATIONS, DISCLAIMERS, AND INFORMATION.
BY SIGNING YOUR ARE ACKNOWLEDING RECEIPT OF TWO(2) PAGES OF THIS CONTRACT.

HIRE Services:

Accepted & Agreed To: _____

Inspector: Michael McAlister
TREC Professional Inspector Lic# 9921

Client

Client

8. SCOPE OF INSPECTION: the scope of this inspection is strictly limited to those items designated by this contract. The inspection is intended to be impractical, non-destructive test of the function of the major components of the building. The testing is limited divisional, audible and operational techniques. The CLIENT understands that the inspector will not dig, probe, dismantle equipment, or remove permanent materials on items which would be damaged by such, nor will he enter unsafe or inaccessible areas to perform the inspection. Further, the inspector does not determine the operational capacity, quality or suitability for a particular use of items inspected. This inspection does not cover any latent defect or defects are reasonably observable during the inspection, including, but not limited to, recent repairs, paint or covering that may conceal current or prior defects, whether deliberately concealed or otherwise.

The following specific limitations apply:

(A) Design problems are not within the scope of the inspection; (B) Fireplaces are visually inspected. The draft is not tested; (C) **HIRE Services will not turn on any utilities. All utilities and pilot lights must be turned on and operational inside the facility;** (D) Swimming pool and hot tub heaters must be turned on at least twenty-four hours prior to the inspection. Pools and hot tubs must be full of water, clean and operational; (E) Gas lines are inspected for leaks and other defects at connections to appliances. Unexposed gas lines are not inspected. (F) Only a visual inspection of the roof is made; no test samples are cut; (G) Plumbing inspections include visible plumbing supply lines, drain lines and water heaters; (H) Electrical system inspections include visible wiring, switches and those wall outlets to which an inspector can gain access. Not included are cosmetic items such as broken or missing glass in electrical fixtures; (I) Oven inspections do not include operation of the cleaning cycle; (J) **The report will not include cosmetic items or defects which are present due to poor housekeeping or maintenance;** (K) The inspector will not change light bulbs, move obstructions, or remove more than the minimum fixtures or panels required to inspect any part of the facility or appliance; (L) An inspection of the air conditioning system will not be conducted when the outside air temperature is below 60 degrees F. due to possible damage to the compressor.

The inspection and report do not address and are not intended to address the possible presence of or danger from asbestos, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, water or airborne related illness or disease, and all other similar or potentially harmful substances. The Client is urged to contact a reputable specialist if information, identification or testing of the above is desired. The presence or absence of rodents, wood destroying insects and other insects are also not covered by this inspection.

9. REPORT: HIRE Services agrees to provide a report on the State of Texas' standard forms. The report will indicate which items were inspected, which items are in need of repair or are not performing the function for which they are intended, and any obvious safety hazards. Items not included in the report shall not be considered good or bad from any lack of notation.

No verbal statements by the inspector shall expand the scope of this agreement nor will such statements be relied upon when solicited from the inspector by the Client at the time of inspection or any other time. This contract does not include inspection of any other conditions that may be on other contracts, forms or statements pertaining to the subject property.

10. DISCREPANCIES: In the event a discrepancy regarding the services provided to the Client by HIRE Services, the Client agrees to the following procedure: (A) Client shall notify HIRE Services of the problem by telephone or otherwise within two (2) business days and allow HIRE Services five (5) business days to respond to the Client's call. (B) In the event a problem has not been resolved within the time set forth above and Client desires to make a formal complaint, Client shall initialize the complaint procedure by sending a written complaint to HIRE Services by certified mail, return receipt requested, fully explaining which items are involve and the nature of the complaint. (C) Client agrees **NOT** to disturb or repair or have repaired anything which may constitute evidence relating to the complaint, except in the case of an emergency. (D) Client agrees to allow HIRE Services to examine the items involved in the complaint and allow HIRE Services thirty (30) days from the date of the above notice to determine if any further action should be taken.

Client agrees that if any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration on accordance with the ruled of the AMERICAN ARBITRATION ASSOCIATION and judgment upon the award rendered by the arbitrators maybe entered in any court having jurisdiction thereof.

If a lawsuit is filed by the Client against HIRE Services and HIRE Services successfully defends against the claim of the Client, the Client agrees to pay HIRE Services reasonable attorney's fees incurred in defending against such claims. If a lawsuit is filed by HIRE Services to collect monies due and owing under this contract, Client agrees to pay HIRE Services reasonable attorney' fees, court cost, lost income and expenses incurred in such lawsuit.

11. ACCEPTANCE: This contract is solely between HIRE Services and the CLIENT for whom the inspection was performed. Acceptance or use of the report constitutes acceptance of the terms of this contract. The findings on the report are the sole property of the CLIENT and may not be used for any other purpose without written consent if the Client.

12. LIMITATION OF LIABILITY: (A) the liability of HIRE Services is strictly limited to the specific areas which were inspected and which were specifically requested to be inspected by the Client in writing prior to the inspection. (B) The Client agrees that HIRE Services will have no liability for latent defects which cannot be observed through normal inspection nor can be determined by normal testing or operation; and it is specifically agreed and understood that; mechanical devices may operate at one moment and later malfunction; therefore HIRE Services liability is specifically limited to those situations where it can be conclusively shown that the mechanical device inspected was inoperable or in the immediate need of repair or not performing the function for which it was intended at the time of inspection. (C) The Client agrees that HIRE Services will have no liability for failing to detect a defect, malfunction, inoperative condition or a necessity for repair where the defect, malfunction, inoperative condition or nee for repair was concealed or covered up, whether intentional or otherwise. (D) The Client agrees that HIRE Services will have no liability for incidental or consequential damages. (E) Actual damages or any discrepancies, negligence or otherwise are limited to the amount of the fee charged for the inspection

13. SPECIAL ARRANGEMENTS: Client hereby authorizes the title company closing the sale of the subject property, to pay the inspector its inspection fee out of the funds received at closing. In the event that Client pays the inspection fee prior to closing, it is the Clients duty to notify the title company that the client has paid the inspection fee. In the event that the Earnest Money Contract does not close, the Client authorizes the escrow agent to pay the inspection fee out of the earnest money before it is returned to the Client.