



Lily Pad Home Inspections, PLLC.

Residential Pre-Inspection Agreement

Property Address: _____

Inspection being prepared for client _____. The fee for the Basic Residential home inspection is \$_____. THIS AGREEMENT made this ____ Day of _____, 20____, by and between Lily Pad Home Inspections, PLLC. (Here in after also referred to as the “**Home Inspector**” a Texas licensed Professional home Inspector under the Home Inspector License Act (Title 113A, Article 6573a, Section 23), and the undersigned (hereinafter “**CUSTOMER**”), collectively referred to herein as “the parties.”

The Parties Understand and Voluntarily Agree as follows:

1. The Home Inspector agrees to perform a visual inspection, not a technically exhaustive inspection of the home/building and to provide the CUSTOMER with a written inspection report identifying the defects that the Home Inspector both observed and deemed material. The Home Inspector may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The CUSTOMER agrees to obtain and provide a copy of the Residential Real Property Disclosure Act, if any, to the Home Inspector prior to the inspection. The inspection report is only supplementary to the seller’s disclosure _____. (INITIAL)
2. Unless otherwise inconsistent with this Agreement or not possible, the Home Inspector agrees to perform the inspection and follow-up inspections in accordance to the current Texas Real Estate Commission (TREC) Standards of Practice (Sections 535.227-535.233) which can be found at www.trec.texas.gov. Although the Home Inspector agrees to follow TREC Standards, the CUSTOMER understands that these standards contain certain limitations, exceptions, and exclusions including the following: the inspector does not enter any crawlspace(s) and/or attic space(s) that are not readily accessible or where entry could cause personal or property damage or pose a hazard to the inspector. When entry is not possible then the inspection of this area will be a very limited visual evaluation. The home inspector will only inspect detached structures from the main house at their discretion as they aren’t part of the basic home inspection. The Home Inspector doesn’t inspect refrigerators, washer/dryer, trash compactors, wall/ceiling heaters, whole house fans, and widow A/C units due to it being beyond the inspector’s scope and the Home Inspector doesn’t warranty any appliances, house hold components, or integrity of the house. _____. (INITIAL)
3. The CUSTOMER understands that an infrared camera may be used during this inspection thus the camera findings shall be limited to a non-invasive infrared thermal imaging scan to measure the surface temperature and the temperature differences or variations of the visible, safely accessible, and readily accessible portions of the home. If an infrared camera (Thermal imaging) inspection is requested, a Thermal Imaging Pre-Inspection Agreement will be separately executed and attached hereto, if an inspection for the presence of Radon is requested – a colorless, odorless, radioactive gas that may be harmful to humans, or mold or specific Agreement for said services will be separately executed and attached hereto. Unless otherwise indicated in a separate writing, the CUSTOMER understands that the Home Inspector will not test for compliance or violations with respect for title and/or applicable building codes, inspect gas lines (for leaks), or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, radon gas, soil contamination, and other environmental hazards or violations. _____. (INITIAL)

4. The Home Inspector does not perform engineering, architectural, plumbing, or any such specialized, professional service requiring an occupational license other than Residential Home Inspection License. Any such specialized, professional inspections are beyond the scope of the Basic Residential home inspection and shall be a separate matter between the required profession and the CUSTOMER. The Home Inspector does not and will not be responsible for reporting any product recalls. For recall information contact the Consumer Product Safety Commission. www.cpsc.gov. The inspection and report are performed and prepared for the use of the CUSTOMER, who gives the Home Inspector permission to discuss observations with real estate agents, owners, repairperson, and other interested parties. The Home Inspector accepts no responsibility for use or misinterpretation by third parties. The Home Inspector's inspection of the property and the accompanying report does not constitute an insurance policy, a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. The inspection report reflects a visual observation of the subject property _____. (INITIAL)

As of the date and time of the inspection and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement to the fullest extent allowed by law. The inspection report is not a listing of repairs to be made nor is the report intended to be used as a guide in re-negotiating the sales price of the property and should not be construed as an opinion of the value of the property. The seller may not be required to repair deficiencies reflected in the inspection report, and that determination should be made by you, the Seller, your real estate agent(s) and your attorney. It is recommended that you (or your representative) attend the actual inspection. _____. (INITIAL)

5. The Home Inspector will exercise reasonable diligence in the development, reporting or communication of a home inspection report, but the Home Inspector assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. The CUSTOMER acknowledges that the liability of the Home Inspector, its agents or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the Home Inspector's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the Home Inspector, and this liability shall be exclusive. The CUSTOMER waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CUSTOMER has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (1) to reflect the fact that actual damages may be difficult and impractical to ascertain; (2) to allocate risk among the Home Inspector and the CUSTOMER; and (3) to enable the Home Inspector to perform the inspection at the stated fee. _____. (INITIAL)

6. In the event of a claim against the Home Inspector, the CUSTOMER agrees to supply the Home Inspector with the following: (1) Written notification shall be timely forwarded to the address of Lily Pad Home Inspections, PLLC by First Class, U.S. Mail, at 1107 Garston San Antonio, TX 78253 within 14 days of discovery or within 14 days of the time that a reasonable person should have discovered the adverse condition and (2) Access to the premises. Failure to comply with the above conditions will release the Home Inspector and its agents from any and all obligations or liability of any kind. _____. (INITIAL)

7. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law. _____. (INITIAL)

8. The parties agree that any binding arbitration arising out of this Agreement shall be filed only in the Court of Bexar County in which the Home Inspector has its principal place of business. Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from, or related to, this contract or arising out of, from or related to the inspection or inspection report shall be submitted to final and binding arbitration. In the event that the CUSTOMER fails to prove any adverse claims against the Home Inspector in a court of law, the CUSTOMER agrees to pay all legal costs, expenses and fees of the Home Inspector in defending said claims. _____. (INITIAL)

9. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of the Home Inspector or its agents shall be binding unless reduced to writing and signed by the Home Inspector. 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 assignees. _____ . (INITIAL)

10. The CUSTOMER agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. The person(s) executing this Agreement on behalf of a corporation, PLLC, or similar entity has the legal authority to bind the entity. _____ . (INITIAL)

11. This Agreement is not transferable or assignable. The CUSTOMER understands that he/she has the right to seek review of this Agreement by an attorney if the CUSTOMER desires such review prior to executing this Agreement. _____ . (INITIAL)

12. The parties agree that no claim, demand, or action, whether sounding in contract or in tort, maybe brought to recover damages against the inspector, or its officers, agents, or employees than more ONE YEAR AFTER THE DATE OF THE INSPECTION. TIME IS EXPRESSLY OF THE ESSENCE. Client understands that this time period may be shorter than otherwise provided by law. _____ . (INITIAL)

13. If a re-inspection is requested to visually observe, re-test, or re-measure the limited items that may have been listed in the original inspection report (I) the client understand that there is an additional fee for this service and that re-inspection shall be in concordance with this agreement. _____ . (INITIAL)

14. Payment of the fee to the Home Inspector (less any deposit noted) is due upon completion of the on-site inspection. _____ . (INITIAL)

MY SIGNATURE BELOW ACKNOWLEDGES THAT I HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS, CONDITIONS, AND LIMITATIONS AS OUTLINED IN ALL OF THE PAGES CONTAINED HERE IN THIS AGREEMENT:

X _____
CUSTOMER OR REPRESENTATIVE (Date)

I _____ (client) give _____ (third party/agent) permission to receive a copy of defined home inspection report.

(agent/third party) email address _____.

Client's email address _____.

Clint Kennedy
15741 County Rd. 196 Tyler, TX 75703
Phone # (903) 630-0465
TREC #22608

Lily Pad Home Inspections, PLLC is licensed and regulated by the Texas Real Estate Commission (TREC) TREC administers two recovery funds, which may be used to satisfy judgments against inspectors and Real Estate Licensees involving a violation of the law. Complaints or inquiries should be directed to the Texas Real Estate Commission, P. O. Box 12188, Austin, Texas 78711-2188. www.trec.texas.gov. Phone (512)465-3960.