



Lake Cities Inspection Group

(469) 656-4054

www.LCinspect.com

Pre-Inspection Agreement

Property address: _____

Fee for the home inspection is _____

THIS AGREEMENT is made this _____ day of _____ by and between Lake Cities Inspection Group and its agents (hereinafter "LCIG") and the undersigned (hereinafter "CLIENT").

The Parties Understand and Agree as follows:

1. Client understands that the inspection and inspection report are performed and prepared for their sole, confidential and exclusive use. Client agrees that they will not transfer or disclose any part of the inspection report to any other person with these exceptions ONLY: (a) one copy may be provided to the current seller(s) of the property but only upon the express condition that the seller(s) covenant to use the inspection report only in connection with the Client's transaction, and agree not to transfer or disclose the report to any persons other than their real estate agent, and (b) one copy may be provided to the real estate agent representing Client and or a bank or other lender for use in Client's transaction only. Client agrees to indemnify, defend and hold harmless LCIG from any third part claims relation to this inspection or inspection report.
2. LCIG GUARANTEES to perform a visual inspection of the home and to provide CLIENT with a written inspection report identifying the defects that LCIG both observed and deemed material. LCIG may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.
3. LCIG agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors (NACHI) posted at <http://www.nachi.org/sop.htm> and with the current Standards of Practice of the Texas Real Estate Commission (TREC) posted at <http://www.trec.state.tx.us>. Where these two conflict, the TREC Standards shall take precedence. These Standards also contain certain limitations, exceptions, and exclusions. Inspections are NOT performed to any city "code" either in force at the time of the inspection or in force at the time of construction of the building.
4. LCIG does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for an additional fee, perform additional inspections beyond those within the scope of the basic home inspection.
5. In the event of a claim against LCIG, CLIENT agrees to supply LCIG with the following: (1) Written notification of adverse conditions within seven (7) days of discovery, and (2) Access to the premises prior to changing the conditions, except in emergencies. Failure to comply with the above conditions will release LCIG and its agents from any and all obligations.

6. CLIENT acknowledges that the liability of LCIG, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the LCIG'S negligence or breach of any obligation under this Agreement, including errors and omissions in the sampling, analysis, and report shall be limited to liquidated damages in an amount equal to the fee paid to the LCIG, and this liability shall be exclusive. CLIENT voluntarily waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the property, even if the CLIENT 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 (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among LCIG and CLIENT; and (iii) to enable the LCIG to perform the testing at the stated fee rather than at a higher fee that takes into account potential liability.

7. 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. No change or modification shall be enforceable against any party unless such change or modification is in writing and sign by the parties. The Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against the LCIG after two years from the date of the inspection.
8. CLIENT acknowledges they have been notified that there is a Real Estate Recovery Fund available, established under Section 23 of the Texas Real Estate License Act for reimbursement of certain aggrieved persons. TREC's mailing address and telephone number is P. O. Box 12188, Austin, Texas 78711-2188, (512) 465-6544.
9. CLIENT acknowledges that LCIG may have an affiliation with third-party service providers (TPSPs) in order to offer value-added services. By signing this agreement the CLIENT authorizes these TPSPs to call at the phone numbers or emails provided to discuss special service offers.
10. Payment is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments.

THE ABOVE IS UNDERSTOOD AND AGREED TO, AND CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

William Biggs, Inspector (TREC# 6934)
Lake Cities Inspection Group

Client or Representative