



Home Inspection Agreement

The address of the property is: _____

Fee for the home inspection is: \$ _____

THIS AGREEMENT made this _____ day of _____, 2005, by and between

Gary R Chilton Senior Professional Inspector for Axiom Inspection. (Hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT").

The Parties Understand and Agree as follows:

1. INSPECTOR GUARANTEES to perform a visual inspection of the home and to provide CLIENT with a written inspection report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR 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.
2. INSPECTOR agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. / Or Standards of Practice established by Texas Real Estate Commission at <http://www.trec.state.tx.us> whichever is greater, or less by means of the departure provision as agreed to by both parties.
3. CLIENT understands that the inspection will be performed in accordance to the aforementioned Standards, which contain certain limitations, exceptions, and exclusions.
4. The inspection and report are performed and prepared for the use of CLIENT, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR accepts no responsibility for use or misinterpretation by third parties.
5. INSPECTOR 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 additional fee, perform additional inspections beyond those within the scope of the basic home inspection.
6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) Written notification of adverse conditions within 14 days of discovery, and (2) Access to the premises before any actual repairs are started. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations. CLIENT further agrees that any claim or dispute not settled by this procedure will be settled by arbitration and or mediation through Alternate Dispute Resolution Service (ADRS) And that both parties agree that decision of the board of ADRS is final and binding.
7. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims.
8. 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 signed by the parties. This 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 INSPECTOR after one year from the date of the inspection.
9. Hold harmless agreement: CLIENT agrees to hold any and all real estate agents involved in the purchase of property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the INSPECTOR or his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home
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.

Gary R Chilton PROFESSIONAL INSPECTOR lic # 7156

CLIENT OR REPRESENTATIVE