

# AGREEMENTS AND LIMITATIONS

This report was written in accordance with the **Standards of Practice 535.227-535.233** of the *Texas Real Estate Commission* by which we are regulated. These standards are available on our website – [www.burgessinspection.com](http://www.burgessinspection.com)

**Scope of Inspection:** This is a visual inspection only. We inspect only what we see. We do not disassemble anything. We do not inspect for any environmental issues such as lead paint, asbestos, mold, etc. No intrusive, moisture, and/or Indoor Air Quality (IAQ) tests are performed as they are beyond the scope of the inspection. We do not inspect for building codes, soil analysis, adequacy of design, capacity, efficiency size, value, flood plain location, pollution or habitability. Please remember that older houses do not meet the same standards as newer houses, even though items in both might be performing the function for which they are intended. We do not hold ourselves to be specialists for any particular item; nor are we engineers. We are a general real estate inspection company. This inspection report covers only the items listed in the report which are reasonably observable, and are based only on the present condition of those items. For example, we do not move furniture, rugs, paintings, or other furnishings. There is no responsibility expressed or implied for latent defects, or for defects not reasonably observable at the time of the inspection, or for defects that would require the removal of major or permanent coverings for observation. No representation is made concerning any condition other than the operability of any item. No representation is made as to the future performance of any item. There are no warranties, either expressed or implied. If you would like a warranty or guarantee you must obtain it from a warranty company. When an item is noted as deficient, not functioning or in need of repair, replacement or further evaluation by a specialist, the Purchaser agrees to contact a qualified specialist to make further evaluations of the item before you purchase the home.

**360 Home Connect:** Burgess Inspection Group partners with "360 Home Connect" who will contact Client by phone or email regarding their complimentary no-cost services. They are a single point of contact to connect all utilities, arrange for movers, painters, and additional home service providers at the best rates and plans that Client may choose. If Client chooses to utilize "360 Home Connect", Burgess Inspection Group receives a nominal fee for referring Client to "360 Home Connect". At any time Client may opt out of the "360 Home Connect" program as it is completely optional.

**Limitation of Liability:** By signing this agreement, the Client understands that the services provided by the Inspector fall within the Professional Services Exemption of the Texas Deceptive Trade Practices Act ("DTPA") and agrees that no cause of action exists under the DTPA related to the services provided. Additionally, the Client acknowledges that the Inspection Fee paid to the Inspector is nominal given the risk of liability associated with performing home inspections if liability could not be limited. Client acknowledges that without the ability to limit liability, the Inspector would be forced to charge Client much more than the Inspection Fee for the Inspector's services. By signing this Agreement, Client agrees to liability being limited to the amount of the inspection fee paid by the Client.

**Dispute Resolution:** In the event a dispute arises regarding this inspection that has been performed under this agreement, the Client agrees to notify Burgess Inspection Group, Inc. within ten (10) days of the date the Client discovers the basis of the dispute so as to give a reasonable opportunity to re-inspect the property. Client agrees to allow re-inspection before any corrective action is taken. Client agrees not to disturb or repair or have repaired anything which might constitute evidence relating to a complaint against the Inspector. Client further agrees that the Inspector can either conduct the re-inspection himself or can employ others (at Inspector's expense) to re-inspect the property. In the event a dispute cannot be resolved by the Client and Burgess Inspection Group, the parties agree that any dispute or controversy shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (AAA) pursuant to Chapter 171 of the Texas Civil Practice & Remedies Code and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA.

**Defense Costs:** In the event the purchaser files suit against Burgess Inspection Group, Inc. or its inspector, the purchaser agrees to pay all the company's legal fees, costs of expert witnesses, court costs, costs of depositions and all other such expenses incurred by Burgess Inspection Group, Inc. if the purchaser fails to prevail in the lawsuit.

**Exclusivity:** The report is prepared exclusively for the Client(s) named and is not transferable to anyone in any form. Client(s) gives permission for Burgess Inspection Group, Inc. to discuss report findings with real estate agents, specialists or repairpersons for the sake of clarification.

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By my signature below or the acceptance of the report, I acknowledge that I have read these "Agreements and Limitations", that I understand the terms and conditions, and that I agree to be bound by them. I have also been given a "Helpful Hints" book by email or our website link – [www.burgessinspection.com](http://www.burgessinspection.com) to access this book. The "Helpful Hints" book further describes the inspection process and offers useful information for the purchaser.

Inspection Fee: \_\_\_\_\_ Report #: \_\_\_\_\_ Inspector/TREC License #: \_\_\_\_\_

Buyer: \_\_\_\_\_ Inspection Date: \_\_\_\_\_

Client Not Present  Emailed Report to Client on \_\_\_\_\_

Called Client/Reviewed Report on \_\_\_\_\_  Emailed Report to Realtor on \_\_\_\_\_