



BMA Real Estate Inspection & Consultation Services, LLC

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Austin, TX 78731
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www.bmarealestateinspections.com

PROPERTY INSPECTION AGREEMENT

Date: _____

Client: _____

Address: _____

Phone: _____ **Email:** _____

Property Address: _____

Additional Detached Structures: _____

Date & Time of Inspection: _____

In consideration of the inspection fee of \$_____ paid by **Client** to **BMA Real Estate Inspection & Consultation Services, LLC**, a Texas Professional Real Estate Inspection service provider, License No. 26350, hereafter known as **Inspector**, receipt of fee is acknowledged by Inspector, the Inspector agrees to conduct a limited visual inspection of the principal structure and any additional detached structures as requested by the Client and as identified above, in order to determine if any major deficiencies exist at the time of the inspection.

Client acknowledges that the written report is the work product of the Inspector, who authorizes Client to use the report in whatever manner Client deems necessary. The report is not intended for use for any other party other than the Inspector and Client without the permission of either Inspector or Client, and anyone authorized to use the report is also bound by the terms of the agreement.

Any changes to the date and time of the inspection and/or any cancellations must be made 24 hours prior to the appointment. If Inspector arrives at and cannot access premises in order to perform the contracted inspection, a \$100.00 fee will be assessed in addition to the standard fee specified above.

Purpose & Scope of the Inspection

1. The purpose of this inspection is to identify and disclose visually observable major deficiencies of systems and components of the subject premises that are readily accessible

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at the time of the inspection. A deficiency is defined as a major defect in a system or component that impedes proper functioning and/or poses a safety hazard or concern, and that, per the discretion of the client and/or occupant, may require repair or replacement by a qualified technician.

2. This inspection is conducted per the Standards of Practice (SOP) defined by the Texas Real Estate Commission (TREC). A copy of the SOP may be accessed at:

<https://www.trec.texas.gov/online-sops>

3. The Inspector will inspect observable exterior and interior structural components, site drainage directly related to the principal structure, foundations, accessible roof and attic systems and components, windows and doors, heating, venting, cooling systems and components (HVAC), gas and electrical systems, plumbing systems, fireplaces and chimneys (Level 1), and built-in appliances. Inspector will use a variety of specialized testing equipment including but not limited to digital thermometers, water pressure gauges, thermal imaging devices, camera drones, voltage and amp meters, etc. in order to conduct as thorough of an inspection as possible considering that many aspects of building structures are not readily accessible, such as interiors of walls for one example.

Limitations

4. Per TREC SOP, the inspection is a limited visual inspection of readily accessible components. An inspector is not obligated to inspect any system or component that, in his or her best judgment, poses a health or safety risk. Any system that is not inspected will be delineated in the report along with a detailed explanation of the limiting factors.
5. Any area which is not exposed to view or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, lack of access or crawl spaces or any major system (water or electrical systems, heating system, or air conditioner) that is not currently functional is not included in this inspection. The inspection does not include any destructive testing or dismantling. Client agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection.
6. The Inspector will not determine municipal code violations or speculate as to the future performance of any system or component. The inspection is not intended to be technically exhaustive, nor is it a guarantee, expressed or implied, regarding the conditions of the property. **Client is advised that the Inspector has not made, does not make, and entirely disclaims any warranties or guarantees, expressed or implied, for any system, structure, or component that is or is not inspected.** Should the client so desire, property warranties are available for purchase through third-party vendors. Inspector does not offer, nor does the inspection fee cover, any such third-party policies. The Inspector cannot be held liable for cost of repairs or replacement of components or systems considering this inspection is limited to visual observation that cannot exhaustively rule out hidden defects or guaranty future performance or risks.

7. Inspector will not test electrical or gas systems that have been disconnected or shut off prior to the inspection in consideration of safety factors. Inspector may not test systems that are controlled by “smart” technology unless the client and homeowner consent to manual overrides, if possible, or if security codes are readily presented to the inspector. Furthermore, considering fire alarm systems may be connected to home security systems that may automatically alert local authorities and/or activate sprinkler systems, the inspector may not attempt to test such systems. Air conditioning systems will not be operated if outside temperatures are below 60 degrees Fahrenheit; similarly, heat pumps will not be tested if outside temperatures exceed 70 degrees Fahrenheit. Any system not tested for these or other reasons will be reported to the Client so that s/he may follow up with the current homeowners.
8. **Fireplaces and Chimneys:** The inspection is limited to a Level I inspection of fireplaces and chimneys to determine visible deficiencies, if present, as regards dampers, external chimney structures, gas components, if present, hearths, etc. It is highly recommended that a Level II inspection be performed by a qualified fireplace contractor.
9. **Swimming Pools:** The inspection of swimming pools and spas will be limited to the determination of type, material, visible surface defects, and safety considerations regarding electrical supply system, access, and proper suction covers. The inspection will NOT make any determination of functionality or conditions of the pump and other pool equipment, the presence of leaks, or overall treatment of the water. It is highly recommended to have a qualified swimming pool contractor evaluate the overall condition of the pool and its components.
10. **Irrigation Systems:** Irrigation systems will be inspected for functionality if a manual test function is present. The inspector will make note of the presence or absence of a water backflow preventer where the system connects to the main water supply. It is highly recommended to have a qualified irrigation contractor evaluate the system and its components.
11. **Septic Systems:** Septic systems will not be inspected. The inspector will attempt to make a determination of the location of the septic system, if present and visible, and its proximity to any potable water source. It is highly recommended to have a qualified/licensed septic system installer or plumber evaluate any septic system and its components.
12. **Water Wells:** The inspection of water wells will be limited to the determination that the well is supplying water to the house, its location in relation to the house and septic system, if present, and any safety deficiency as required by TREC. It is highly recommended to have a qualified water well contractor evaluate the system and its components.
13. **Termite Inspections:** The real estate inspection will be limited to visual structural deficiencies, including wood deterioration. The inspector may not be qualified to determine

the actual cause of the defect, if it is clearly apparent or detectable, including past or present wood-destroying insect activity. Please contact a qualified Pest Control Company that is certified to conduct termite inspections and treatments. It is highly advisable to have all structures properly treated for prevention of termite infestations.

14. **Mold, Lead, Asbestos, Toxic Drywall:** All structures have the potential for mold growth, especially in warm, humid climates and/or if exposed to leaking plumbing fixtures or pipes, or if ever flooded. The detection of mold or a particular mold species is beyond the scope of this inspection. Please consult an environmental contractor that specializes in mold for proper testing. Houses built prior to 1980 have the potential to contain products manufactured with asbestos, such as asbestos-cement siding, or lead, such as lead-based paint. Client will be notified if the inspector identifies material that MAY contain either substance, but verification of contamination is beyond the scope of this inspection. Consult an environmental contractor for further evaluation. Houses built or renovated since 1999 may contain toxic, corrosive drywall that was manufactured in and imported from China. This drywall emits toxic substances that may pose structural and health hazards. Texas was among 42 of the 50 states where this drywall was sold. This inspection cannot determine the presence of this specific drywall. The client is highly advised to consult an environmental or drywall specialist for further evaluation.

Limitations of Liability, Dispute Resolution, and Client Rights

15. Considering that the inspection is limited to that which is readily observable, the elimination of all risks associated with property acquisition and ownership is not possible. Client thus agrees to defend, indemnify, and hold harmless Inspector, his attorneys, officers, employees, partners, and associates for all losses or damages sustained by Client that may arise out of or relating to this agreement, whether or not caused by the negligence of any party so indemnified, unless so caused by the grossly negligent actions or intentional misconduct of Inspector.
16. Client shall notify Inspector in writing within ninety (90) days of the date of this contract regarding any controversy or dispute related to this Agreement, the inspection, and/or inspection report. All claims and disputes, if any, not submitted within the ninety (90) days shall be considered waived by the Client, who hereby releases, acquits, and forever discharges Inspector of all claims, and all related causes of action and damages, not reported within this time frame. Client agrees to allow Inspector thirty (30) days to resolve any disputes before proceeding with any arbitration. The Client shall make no claim, including without limitation any claims of professional negligence, against Inspector unless Client has first provided Inspector with a written certification executed by an independent Texas Licensed Professional Real Estate Inspector who is currently practicing in the field of home inspections. The certification must a) include the name and license number of the certifier, b) specify the acts or omissions of the Inspector that the certifier contends are not in conformance with the standard of care and/or standard of practice for a Licensed Professional Real Estate Inspector conducting a home inspection under similar circumstances, and c) detail the basis of the certifier's opinion that such acts or omissions do not conform to the standards.

17. Client agrees that, should Inspector be found liable for any gross negligence or willful misconduct, Inspector's liability will not exceed the inspection fee as specified in this Agreement. In any arbitration or legal action in which Inspector is the prevailing party and/or found not liable, Inspector shall recover from the Client any attorney fees and court costs related to the defense of the claim.
18. NOTICE TO CONSUMERS AND SERVICE RECIPIENTS: The Texas Real Estate Commission maintains a Recovery Fund for aggrieved clients. More information regarding the **Consumer Protection Notice** and **Real Estate Recovery Trust Account** may be obtained by contacting TREC at P. O. Box 12188, Austin, TX 78711; Phone: (512) 936-3000; email: information@trec.texas.gov A copy of the Consumer Protection Notice with information regarding the Recovery Trust Fund may be accessed at: <https://www.trec.texas.gov/forms/consumer-protection-notice> .

Miscellaneous

Client must bring to the attention of the Inspector any particular concern regarding the property prior to inspection. The inspection report is only valid for the date and time of the inspection and cannot be construed to predict future performance of any system or component of premises. Any additional inspections required by the client will necessitate additional Agreement and fees. Client shall notify Inspector if s/he has not received the final inspection report within 48 hours of payment. All written comments will supersede any oral communication between Client and Inspector. This agreement will be included with the final Inspection Report that will be delivered to the client. This Agreement is binding upon all parties hereto, including their respective heirs, executors, legal representatives, administrators, successors, and assigns where permitted by this Agreement. **This Agreement and its provisions shall be construed in accordance with and governed by the laws of the State of Texas.**

Client acknowledges that s/he has read, understands, accepts, and consents to the terms and provisions of this Property Inspection Agreement on this _____ day of _____, 20____.

Signature of Client

Printed Name

Client Initials: _____