



INSPECTION GROUP

FIG Services LLC d/b/a FOX INSPECTION GROUP

8616 Daffodil Lane Houston, TX 77063

(Office) (713) 723-3330

(Fax) (713) 723-3334

E-Mail office@foxinspectiongroup.com

2016 EXTERIOR STUCCO VISUAL ONLY INSPECTION AGREEMENT

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT PLEASE READ CAREFULLY

1. **SCOPE OF THE INSPECTION:** The inspector will perform a general, non-Invasive limited visual ("eyeball") inspection of the exterior of the property structure at the address listed below to provide Client(s) with a written opinion as to the presence of visible evidence typically associated with the presence of issues / problems associated with improperly installed or maintained stucco that may result in water penetration / damage. **Be advised, the inspector may recommend a stucco intrusive inspection based on the findings of his visual only inspection.**
2. The purpose of this visual assessment is to document readily visible evidence typically associated with the presence or absence of problems associated with improperly installed or maintained stucco exterior siding. No areas other than those indicated in the report were checked and are expressly disclaimed. **The visual assessment to be conducted and written report generated are not be construed as a guarantee or warranty, expressed or implied, that the property does not contain ANY damage from improperly installed or maintained stucco or that this assessment is a complete home inspection.**
3. **CLIENT'S DUTY:** Client agrees to read the entire report when it is received and promptly call the Inspector with any question or concern regarding the inspection or written report. The written report shall be the final exclusive findings of the Inspector. In the event client becomes aware of a reportable condition which was not reported by the Inspector, Client agrees to promptly notify Inspector and allow Inspector and/or Inspector's designated representative's to inspect said condition's before making any repair, alteration, or replacement.
4. **FURTHER EVALUATION:** Client acknowledges and agrees that the Inspector is conducting a limited visual inspection and may recommend a more in-depth stucco intrusive inspection based on his findings. That further investigation of a reported condition by an appropriate certified licensed specialist may provide additional information that may affect a Client(s) decision to purchase the home. Client should seek further evaluation from licensed professionals regarding the deficiencies identified in the written report. Inspector is not liable for Client(s) failure to further investigate reported deficiencies.
5. **CHANGE IN CONDITION(S):** The parties agree and understand that conditions of systems and components may change between the inspection date and the time of closing. It is the Client's responsibility to further investigate before closing and the Inspector is not liable for any changes and conditions.

6. **NOT A WARRANTY:** The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. Client(s) understand that the inspection and inspection report does not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures which may be required by law. **INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE PRESENT OR FUTURE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM, THE PRESENCE OR ABSENCE OF LATENT OR HIDDEN DEFECTS THAT ARE NOT REASONABLY ASCERTAIN IN A COMPETENTLY PERFORMED VISUAL ASSESSMENT OF THE EXTERIOR STUCCO INSTALLATION.**
7. **NOT A COMPLIANCE INSPECTION:** This inspection or inspection report is **NOT** a compliance inspection or certification for past or present governmental codes or regulations.
8. **INSURABILITY:** The inspection or inspection report does not determine whether the property is insurable.
9. **THIRD PARTIES AND SUBROGATION:** The inspection and written report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against the Inspector, its employees or agents, arising out of the services performed by the Inspector under this Agreement, or claims alleging in whole or part any negligent act or omission of the Inspector, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, costs, and attorney fees, arising from such a claim.
10. **LIMITATION OF LEGAL ACTION:** The parties agree that any legal action must be brought within **ONE (1)** year from the date of the inspection, or will be deemed waived and forever banned.
11. **LIABILITY:** The parties agree that the **FIG SERVICES LLC d/b/a Fox Inspection Group** and its employees and its agents assume no liability or responsibility for cost of repairing or replacing any defects specified in the written report, as well as no liability for the costs of further evaluation or investigation of the defects specified in the written report. Further, the parties agree and understand that the Inspector and its employees and its agents assume no liability for the costs of repairing or replacing any of the unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. In the event of a claim by the Client that an installed system, or component of the premises which was inspected by the inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. If repairs or replacement are done without giving the Inspector the required notice, the Inspector will have no liability to the client. Client agrees that prior to taking any action, legal or otherwise Client shall: submit a written claim to Inspection Company within 10 days of the deficiency discovery to 8616 Daffodil, Houston TX 77063. The written claim shall describe the suspected deficiency. Allow the Inspection Company, their agent or legal representative to perform a re-inspection of the deficiencies stated in the claim. Agree to not to disturb or repair the disputed item prior to a re-inspection except in cases where injury or subsequent property damage may occur.

12. **DISPUTES AND ARBITRATION** In the event a dispute arises regarding a re-inspection that has been performed under this service agreement, Client(s) agree to notify Fox Inspection Group within ten (10) days of the time of discovery to give Fox Inspection Group a reasonable opportunity to re-inspect the property and resolved the dispute amicably. Upon the request of either party, all unresolved disputes relating to this agreement shall be submitted for arbitration in accordance with (AAA) American Association of Arbitrators and pursuant to the Federal Arbitration Act then in effect with costs shared equally. This provision shall be specifically enforceable and damages for breach of this provision shall include but not limited to court costs and attorney's fees. Client agrees that Fox Inspection Group and it's agents liability, if any, shall be limited to the amount of the inspection fee paid for inspection. This limitation shall apply regardless of the cause of action or the legal theory pled or asserted specifically including, but not limited to, negligence.

13. **SEVERABILITY:** If any court of competent jurisdiction determines that any section, provision or part of this Agreement is void, unenforceable, or contrary to Texas law, the remaining sections of this Agreement shall remain in full force and effect.

14. **DAMAGES:** If the inspection company or any of its employees, agents, providers, officers, members, or shareholders, are found to be liable for any claim or damage due to the alleged negligence or willful misconduct of the Inspection company performing the home inspection or in the reporting on the condition of the property in the inspection report, **THE MAXIMUM DAMAGE THAT THE CLIENT CAN RECOVER SHALL NOT EXCEED THE COST OF THE INSPECTION FEE PAID BY THE CLIENT.** The Inspection Company shall not be liable to the Client for any loss of use of the property, repair or replacement cost, consequential or punitive damages or for attorneys' fees or court costs. The Inspection Company shall not be liable to the Client for any claims, loss or damage if the Client alters, tampers with or repairs or replaces the condition which is the subject matter of the Client's claim before the Inspection Company has had an opportunity to inspect the alleged defective condition.

15. **EXPERT TESTIMONY / LITIGATION FINANCIAL COMPENSATION CLAUSE:** In the event our services are needed at any time in the future as expert testimony or in a litigation case, client agrees at this time / in advance to financially compensate this firm for it's time and services. Terms: Non-refundable retainer of \$2,500.00 upfront, Hourly rate of \$175.00 for any activities on our part for your case, including but not limited to; deposition, phone time, research, court time, travel time portal to portal, review of case prior to court appearance, etc. Balance due invoiced weekly, submitted Friday, payable the next Friday

16. **LIMITATION AND EXCLUSION CLAUSE:** The Client expressly acknowledges and agrees that the following are not included in the scope of the limited visual stucco inspection, the inspection report, and further acknowledges that the Inspector makes no representations or warranties as to them. **THE ITEMS NOT WITHIN THE SCOPE OF THE LIMITED VISUAL STUCCO EXTERIOR INSPECTION INCLUDE BUT ARE NOT LIMITED TO: ANY AND ALL ITEMS TYPICALLY INSPECTED FOR A HOME BUYER DURING A RESIDENTIAL HOME INSPECTION.**

17. **MISCELANIOUS:** We are not responsible for another participant's personal safety during the inspection process. Client, their representative's, or others participation shall be at his/her own risk for falls, injuries, property damage, etc. We reserve the right to refuse service to anyone for any reason.

18. This Agreement, including the terms and conditions on all pages, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties
19. ACKNOWLEDGEMENT: THE UNDERSIGNED HAS REVIEWED THIS DOCUMENT, UNDERSTANDS ITS CONTENT AND AGREE TO THE TERMS AND CONDITIONS CONTAINED. THE CLIENT FURTHER REPRESENTS AND WARRANTS THAT HE OR SHE HAS FULL AND COMPLETE AUTHORITY TO EXECUTE THIS CONTRACT ON BEHALF OF ANY SPOUSE OR SIGNIFICANT OTHER, AND TO FULLY BIND ANY SPOUSE OR SIGNIFICANT OTHER TO ALL THE TERMS, CONDITIONS, EXCLUSIONS AND LIMITATIONS OF THIS AGREEMENT. **The limited stucco visual inspection to be conducted and written report generated are not be construed as a guarantee or warranty, expressed or implied, that the property does not contain ANY problems typically associated improperly installed / maintain stucco exterior.**

Client Signature(s): _____ Date _____
 _____ Date _____

Client e-mail _____

If after walking thru the property with the inspector, if you are in anyway dissatisfied with the services provided by Fox Inspection Group, you are under no obligation to pay the inspection fee.

Inspection Fee \$ _____ *made payable to Fox Inspection Group*

Paid Check # _____ *Or by (circle one) Credit Card / Cash*

Property Address: _____

Inspector: _____ Date _____