



This contract and service agreement (herein called "Agreement") is made and entered into as of this Date, by and between Select Inspect Property Consultants, LLC, herein also referred to as "S.I.", and Client (Buyer), herein referred to as "Client", to perform inspection services at the following property Address herein referred to as "Property".

Property: Address - City, Texas- Zip Code

Inspector: [Signature] (Bruce W. Carr -TREC # 5281) Date:

Payment and signature of contract are required PRIOR to transfer of ownership of the Inspection Report. Refusal to sign or accept terms of this contract render the information provided to you verbally and in the report as null and void. Initial ALL checked boxes and sign at the bottom of last page

INSPECTIONS for REAL ESTATE TRANSACTIONS of EXISTING HOMES *Not Including Phase or New Construction Inspection: Texas Real Estate Commission Standards of Practice: Select Inspect inspectors are state licensed professional real estate inspectors. The inspector performs inspections and provides written reports according to the standards established by the Texas Real Estate Commission (TREC) pertaining to the licensing of real estate inspectors (Rules 535.206-535.231). Standards of Practice and Complete Rules Governing Inspectors are available for Client review at www.trec.state.tx.us. Additional information is contained in the report(s); client agrees to read all related inspection documents in their entirety. This inspection is to provide an opinion of compliance with standard acceptable building practices; this is not a "pass" or "fail" inspection. This inspection does not prioritize discovered deficiencies. We do not inspect all property components and conditions to "code" or determine if components and conditions are compliant to current code requirements, as there are variations and amendments to code. Select Inspect is not required to reinspect to determine correction or compliance; that should be confirmed by the service professional performing the work. We do not guarantee to identify recalled components or systems.

MAJOR DEFICIENCY INSPECTION for Real Estate Sales Transaction IMPORTANT: This inspection pertains to major items only as requested by the client prior to the inspection. This inspection departs from the standard requirements of many items covered by the Texas Real Estate Commission inspection report standards. Some "non-major" items and conditions may be included where the inspector observed and noted other obvious repair conditions. Many "less significant" or "less expensive" conditions are not included with this report. If the home is inspected to the Texas Real Estate Commission standards in the future, there will be conditions noted in that report, that were not inspected & or not reported, per the agreement of major deficiency inspection at a lesser fee. This inspection and the related report depart from the Texas Real Estate Commission (TREC) Standards of Practice. Client understands that this service is does not prioritize discovered deficiencies. This inspection is not included within the E&O provisions and or coverage regulations as required for Texas Real Estate Commission inspections as the inspection departs from the TREC Standards of Practice & does not fall under the rules and regulations for the TREC Standards of Practice and promulgated report form and insurance requirements, and insurance coverage is fully departed from and unavailable

NEW CONSTRUCTION Phase / Final Inspection; INSPECTION for OWNER / BUYER regarding Builder warranty period GENERAL or individual item INSPECTION for PROPERTY OWNER not for Real Estate Sales Transaction This inspection and the related report form depart from the Texas Real Estate Commission (TREC) Standards of Practice. Client understands that this service may not be reported on the TREC report form 7A-1, which is used primarily for reporting inspections of existing homes for purpose of real estate transaction. This inspection is to provide an opinion of compliance with standard acceptable building practices; this is not a "pass" or "fail" inspection; client is responsible for negotiating repairs with the builder. This inspection does not prioritize discovered deficiencies. We do not inspect all property components and conditions to "code" or determine if components and conditions are compliant to current code requirements, as there are variations and amendments to code; some cities do not resource the most recent code source; some may be 6 years or older. In many cases there may be specific deficiencies in your report that are referenced to code. If you have specific interest or concern regarding the home meeting "code", you should try to obtain or verify documentation of city / code inspection reports if available from your builder or local building officials. We do not determine insurability of any part of the property. Some city code officials "accept & or overlook" certain modifications & variations of code. Select Inspect does not reinspect to determine correction or compliance; that should be confirmed by the builder & or service professional performing the work. We do not guarantee to identify recalled components or systems. Professional liability insurance coverage is not valid nor inclusive of the new home / phase inspection services provided by Select Inspect. This new construction inspection is not included within the E&O provisions and or coverage regulations as required for Texas Real Estate Commission inspections as the new construction inspection does not fall under the rules and regulations for the TREC Standards of Practice and promulgated report form and insurance requirements, and insurance coverage is fully departed from and unavailable

REINSPECTION OF REPAIRS & RETURN VISITS TO THE PROPERTY ARE NOT INCLUDED with the original inspection fee. Reinspection will cost a minimum of \$150 to return to the property for up to one hour, & \$100 per hour (\$1.6- per minute) after the first hour at the property, & a fee of \$1 per mile round-trip. This does not include a written report of the reinspection; a written report will cost an additional \$50. Work performed by unlicensed contractors or amateurs WILL NOT BE INSPECTED. Refer to page 3 of your inspection report for detailed information regarding reinspection requirements

HOLD HARMLESS AGREEMENT: Client agrees to hold any and all real estate agents / brokers / other parties involved in the negotiation, purchase, and transaction of the above-mentioned property, harmless from incident resulting from negligent action or damage that is proven to be caused by a Select Inspect representative. Client agrees that any and all real estate agents / brokers / parties involved (other than Select Inspect) are exonerated from all loss, damage, liability, and expense occasioned or claimed by reason of action or neglect by a Select Inspect employee. If you have a problem with SIPC, you agree to contact us so we can help resolve it.

PAYMENT BY CREDIT: Credit cards are accepted only on services of \$200 or more; Convenience charge of 3% or more may be added to the total at the time of processing.

PAYMENT BY CHECK: If paying by check; valid drivers license is required for confirmation of identity; check may not be post-dated; if the check has NSF, or is otherwise "hot" it may be filed with the district attorney in the county of the service, and an arrest warrant issued by the District Attorney against the writer of the bad check. Select Inspect charges an additional fee of \$50 or ten times the amount charged by the bank, whichever is greater, for bad checks; payment then must be provided in cash or money order

SWIMMING POOL & or SPA / HOT TUB; ADDITIONAL FEE: Select Inspect does not determine the safety of, quality of construction, life expectancy of any component, or condition of any inaccessible components. Pool / spa / hot tub equipment is operated in normal service modes only when readily accessible. Safety of the pool and surrounding area is not inspected, other than conditions specifically required in the Texas Real Estate Commission inspection standards, or where otherwise discovered and reported at the inspector's discretion. Refer to the "Guide to Your Home Inspection" provided at the inspection and or available at SelectInspect.com/Guide.htm. Pool related deficiencies will be reported in the same manner and included with the "Property Inspection Report".

WOOD DESTROYING INSECTS; ADDITIONAL FEE: The wood destroying insect report (wdir) is an attempt to identify WDI and evidence of current or prior infestation and conducive conditions. Additional information is contained in your reports; client agrees to read all documents in their entirety. This information is provided as an additional service. The WDI report is provided in a separate document, it is not to be viewed as part of the Texas Real Estate Commission promulgated property inspection report and is not regulated by form and process of the Texas Real Estate Commission. No guarantees or warranties are offered or implied. The inspector will not be responsible for undiscovered conditions, hidden damage, or future conditions or activity regarding wood destroying insects

FREE WOOD DESTROYING INSECT inspection *VERBAL ONLY: written report not provided. Notes will be taken for future reference & you may decide to purchase the written report in the future; though it will be back dated to the date of the inspection; inspector will be glad to verbally discuss any related discoveries, such as conducive conditions.



GAS LINE LEAKAGE TEST

Provided only if gas appliances were present and readily accessible at the time of inspection. Refer to section VI. E. in your report. The inspection method performed is commonly accepted as very reliable, though we cannot and do not guarantee 100% accuracy. The inspector is not required to operate any main, branch, or shut-off valve. If a valve is off, the inspector will assume that a safety hazard condition exists, and the system may be noted as deficient. and may not be inspected in some cases. Safety, pressure, and shut-off valves are visually inspected only when accessible, and are not operated. Deficiencies will be reported in the same manner and included with the report. Refer to your "Guide to Your Home Inspection" provided in your folder (or available at SelectInspect.com), for information regarding this and other important items

AHW- 90 DAY LIMITED WARRANTY (for buyers) **120 DAY LIMITED WARRANTY** (for sellers)

Provided to you or attached with your report is information regarding a Free Limited Structural & Mechanical Warranty provided through ADT Home Security and American Home Warranty Company (AHW). Please read all of the related information in addition to all of the documents provided with this report, and contact AHW at the phone number on your document with any questions. Please note that some systems/conditions may be excluded, including but not limited to: aged appliances near/at end of life expectancy, noted in this report as in need of repair or needing further evaluation by a specialist, mold, and or water damage. Do not contact Select Inspect with warranty questions; Contact AHW (www.ahomewarranty.com).

ADT/ADT- SECURITY SYSTEM INSPECTION ADT SECURITY SERVICES, INC. / ADT SECURITY SERVICES CANADA, INC.

The following is required for activation of 90 day AHW warranty, provided with your home inspection.

ADT Home Security will / has performed a free inspection of your prospective home for an existing security/alarm system. By agreeing to have ADT inspect this system (arranged when you or your representative scheduled the inspection with Select Inspect), you should understand that a ADT representative will be calling you at a later time/date at the number you provided. This call generally is to determine if you were satisfied with the service of the ADT personnel, and to tell you of a "special offer" available if you choose to have ADT monitor the security/alarm system in your prospective home.

MARKETING AUTHORIZATION:

By initialing the adjacent box & signing this contract, I hereby authorize ADT Security Services, Inc./ADT Security Services Canada, Inc. ("ADT"), to directly or through its affiliates and marketing partners contact me from time-to-time by telephone and/or email with information and offers about products and services that might interest me. By signing and dating below, I acknowledge that I am authorized to receive solicitations at the telephone number(s), emails and/or mailing address(es) shown below, even if such telephone number(s), email address(es) or mailing addresses are listed on any "do not call" or other registry or list and my authorization is given freely and is not a part of or contingent upon any agreement with ADT.

THERMAL IMAGING REPORT; ADDITIONAL FEE

Thermal imaging is a technology that allows the INSPECTOR to show things about a building that cannot be seen with the naked eye. It is NOT x-ray vision, CANNOT see through walls, & is NOT 100% accurate. Thermal imaging offers an advantage to the educated inspector & client to ASSIST this inspector in discovering anomalies that can be used in further investigation to aid in the discovery of deficiencies. This is not a mold inspection; This service will NOT identify all deficiencies at the subject property.

Thermal imaging produces images of invisible heat energy emitted from objects and systems in the building. Thermal imaging helps to diagnose the problem rather than merely identify symptoms and can sometimes, but not always, aid the inspector in locating & identifying deficiencies such as, but not limited to: Electrical faults, moisture intrusion, deficient building insulation or other components/materials, heat loss or other energy loss /efficiency conditions. The images can then be included in the inspection report providing supporting documentation to the report. Many images will be taken by the inspector; not all images will be included in the report, unless otherwise agreed to between the inspector & client prior to report preparation.

1. CLIENT requests and authorizes INSPECTOR to perform a thermal imaging scan on the structure at the property listed above for the purpose of General Thermal imaging assessment & report of findings discovered at the property. This is not fully comprehensive as such would require removal of all drywall, veneers, floor coverings, & any other visual obstructions; this service will not be an inch by inch inspection & is non-invasive
2. Inspector's liability arising for any damages allegedly arising out of any aspect of the thermal imaging service shall be limited to the additional amount paid for the thermal imaging scan & report. CLIENT voluntarily waives any claim for consequential, exemplary or incidental damages to the fullest extent allowed by law.
3. The thermal imaging scan will be limited in scope to the equipment used by INSPECTOR. The inspection will be a non-invasive and non-destructive examination of the visible, safely and readily accessible portions of the interior and/or exterior of the structure for atypical temperature/thermal variations. **NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES REGARDING FUTURE USE, HABITABILITY, OPERABILITY, SUITABILITY, OR MERCHANTABILITY WITH RESPECT TO THE SUBJECT PROPERTY ARE PROVIDED.**
4. Thermal imaging services do NOT include any inspections, examinations, testing or evaluations for harmful, dangerous, or toxic substances or materials or environmental hazards including but not limited to: mold, bio-aerosols, radon, lead, asbestos, non-biological airborne particulates, contaminants, petroleum products, petrochemicals, radioactive materials, electromagnetic radiation, plant, animal, or insect secretions or excretions. Infrared cameras are not moisture meters but can aid in identifying areas that warrant further investigation. If INSPECTOR offers any information or opinions about any of the foregoing, this information shall be deemed to be informational only and supplied as a courtesy to the CLIENT and shall not be deemed to be an amendment to this addendum or the property inspection agreement.
5. CLIENT agrees to indemnify and hold harmless INSPECTOR, its agents, employees, and inspectors for the presence of any harmful, dangerous, or toxic substances or materials or environmental hazards including but not limited to those listed in part 4 of this addendum as well as for any and all damages and liability for any mitigation, construction, or any other costs associated with the presence of any such hazards or substances or materials.
6. If CLIENT desires to obtain information regarding the presence of any harmful, dangerous, or toxic substances or materials or environmental hazards including but not limited to those listed in part 4 of this addendum, it is solely the responsibility of the CLIENT to contact and engage the services of qualified individuals or companies that specialize in the areas of specific interest or concern.
7. All of the other terms of the Property Inspection Agreement are incorporated herein by reference.

SCOPE OF WORK: Client will receive a written inspection report for Property. The inspection report is a limited visual examination of Property. An item is not inspected if the inspection of that item requires moving personal property, dismantling, destructive measures, or any action that will, in the opinion of the inspector, likely involve risk to persons or property. Anything not readily observable because it is concealed or inaccessible due to obstructions including, but not limited to, floor coverings, insulation, furniture, personal property, soil, vegetation, water, ice or snow cannot be inspected. S.I. does not inspect cosmetic features of any item, swimming pools or sprinkler systems when outside temperature is below 35 degrees, pool sweep, fences and gates, flood plain location, security features, inaccessible components of roof decking and composition over wood or wood over composition constructions, hidden damage to heat exchangers, operation of gutter, underground drain components, inaccessible substrate, plumbing, electrical, HVAC, or any other inaccessible component, area or item at the property.S.I. will report where in the inspector's opinion and at the time of inspection issues are discovered regarding performance, normal operating conditions, and obvious visible deficiencies. We inspect only those items listed on the inspection report and only the present operation or condition of those items. S.I. does not make guarantees, warranties, representations, or insure the future performance or condition of any item, as Client must purchase warranties from a residential service company or an insurance company. Most "Home Warranty" companies offer limited protection and contain many loop-holes that frequently allow them to deny coverage on claims. If you obtain a "home warranty" you should read and understand their fine print before purchase. This inspection report is not to be used by warranty or insurance underwriting, future purchasers, or interested parties other than the Client and/or Client's agent / representative with authority given by the Client. Client understands that most every item in any pre-owned home is in used condition and has at least some wear & tear conditions. We do not determine remaining life or warrantyability, do not provide estimates or perform or pay for labor or equipment to repair any item. Any repairs suggested in the report concerning, but not limited to, plumbing, HVAC, natural gas, and electricity, should be performed by a licensed professional; and substantial compliance of the repairs should be confirmed and warranted when feasible by the person/company performing the work.

EXCLUSIONS: The inspection report contains the opinions of the inspector. The inspector is a generalist and is not a licensed engineer or specialist in any particular area. If the inspector recommends further information on an item be acquired by consulting with a specialist, Client must do so at Client's expense. All repair needs or issues of concern may not be addressed in the inspection report. The inspection report might not address the possible presence of, or danger from, any potentially harmful substances and/or environmental hazards including, but not limited to, radon gas, lead paint, asbestos, urea formaldehyde, toxic or flammable chemicals, mold or fungus, or water and airborne hazards.

DISPUTE RESOLUTION AND REMEDY LIMITATION:

Notice of Claim: If Client has issues regarding this inspection arising out of an alleged act or omission by S.I., Client must notify S.I., in writing, within 10 business days of discovery and let S.I. re-inspect before changing the condition of the problem, otherwise, all claims for damage arising out of such complaints are waived by Client. Client agrees that any failure to timely notify S.I. and allow adequate time to investigate, prior to any modification of condition(s) after the time of inspection, shall result in Client's waiving of any and all rights Client may have against S.I. related to the alleged act or omission. If S.I. fails to perform the services as agreed or is careless and/or negligent in any performance of the services, our liability for any and all claims related thereto is limited to the fee paid for the services and there will be no recovery for consequential damages.



DISPUTE RESOLUTION AND REMEDY LIMITATION:

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Mediation and Arbitration: If claim cannot be settled between direct correspondence with S.I. and Client, both parties agree to attempt to settle claim through mediation in accordance with the rules of the American Arbitration Association under the Construction Industry Mediation Rules. If a settlement cannot be reached through mediation, the controversy or claim shall be settled through arbitration using an appointed arbitrator who is familiar with the home inspection industry and TREC standards of practice. The arbitrator shall be a citizen of the United States and the place of arbitration shall be in Collin County, Texas.

Limitations Period: Any legal action arising from this Agreement must be commenced within one year from the date of services. Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights or claims based thereon, unless such limitation is otherwise regulated by Texas State law or regulation.

The fact that one portion of this agreement may be invalid shall not affect the validity of any other part of the agreement.

For all customers who do not speak, write or understand American English, it is important to understand the following: Before you buy this property, you must have this contract, & the entire inspection report and any other documents relating to the property, translated by a bilingual lawyer or real estate consultant in your native language.

Para todos los clientes que no hablar, escribir o entender el Inglés Americano, es importante entender lo siguiente: Antes de comprar esta propiedad, debe tener presente contrato, y todos los informes de inspección y cualquier otro documento relativo a la propiedad, traducidos por un abogado bilingüe o consultor de bienes raíces en su idioma nativo

못 하는 모든 고객 들어, 쓰기 또는 미국 영어를 이해, 그것은 다음을 이해하는 것이 중요합니다: 당신이 속성을 구매하기 전에, & 모든 검사 보고서와 계약이 설치되어 있어야합니다 어떤 다른 문서의 재산에 관한, 의해 번역 귀하의 모국어로 이중 언어 변호사 또는 부동산 컨설턴트

对于所有的客户谁不说, 写或理解美国英语, 重要的是要了解以下几点: 在您购买此属性, 您必须有这个合同, 及所有检查报告和其他文件的任何有关的财产, 由翻译双语律师或房地产顾问在您的母语

Für alle Kunden, die nicht sprechen, schreiben oder amerikanisches Englisch zu verstehen, ist es wichtig zu verstehen, die folgende: Bevor Sie dieses Grundstück zu kaufen, müssen Sie diesen Vertrag und alle Prüfberichte und sonstige Unterlagen im Zusammenhang mit der Eigenschaft, durch eine übersetzte zweisprachigen Anwalt oder Immobilienberater in Ihrer Muttersprache.

Other important documents have been or will be provided that contain related, important information. Client agrees to read the entire inspection report and all related documents prior to purchase of the property.

Upon receipt of payment, the report is provided for the exclusive and confidential use of Client. By signing below, Client pledges to fully read the entire inspection report before purchasing above named Property. By signing below, Client has read and fully understands the Contract and Service Agreement and agrees to pay the inspection fee as listed below.

Inspection Fee	\$ Inspect-Fee		
Other	\$ n/a		
Other	\$ n/a		
Other	\$ n/a		
Other	\$ n/a		
Tax (wdir only)	\$ n/a	Total	\$ Total \$ Fee

Client Name: Client Name

Client authorizes Select Inspect Property Consultants to forward copies of report(s) to: Client Client's Agent _____

Signature: X Date: _____

Agreement by one purchasing partner or representative equates to agreement by all purchasing partners.