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Elite Star Inspections, LLC  
Joe A. Zaragoza  
Joezaragoza1978@gmail.com

Phone: 210-719-1282

Client: \_\_\_\_\_

Phone: \_\_\_\_\_

### Home Inspection Contract Agreement

This contract is an agreement between the Client and Elite Star Inspections LLC to perform a limited visual inspection of apparent conditions of readily visible, readily accessible installed systems and components existing at the time of the inspection only. The purpose and scope of the inspection is to provide the Client with a better understanding of the property conditions as observed at that time.

#### **The home inspection is performed in accordance with the Standards of Practice of the state of Texas Real Estate Commission**

According to the Standards of Practice of the state of Texas Real Estate Commission, the inspector will inspect and report on the following areas:

Structural Components  
Exterior  
Roofing  
Plumbing  
Electrical

Heating  
Central Air Conditioning  
Interiors  
Insulation and Ventilation  
Built-in Kitchen Appliances

**COST:** The cost of the home inspection is based upon the square footage and age of the home to be inspected. Payment must be made at the time of inspection. This contract does not include the cost for re-inspection of the property.

Property Address \_\_\_\_\_

Inspection Cost \$ \_\_\_\_\_

Date of inspection \_\_\_\_\_ Time of inspection \_\_\_\_\_

Client Initials \_\_\_\_\_

**EXCLUSIONS AND LIMITATIONS:** The inspection is limited to visual observation of apparent conditions existing at the time of the inspection and is not technically exhaustive. The inspection does not include areas which are inaccessible, including but not limited to: behind walls, wall hangings and pictures; behind and under furniture and equipment; under rugs; below soil level; and areas where debris or personal items obstruct access or visibility. The inspection is not intended to provide the Client with information regarding the advisability or inadvisability of purchase of property; the market value of the property or its marketability; the compliance or non-compliance with codes, ordinances and statutes; regulatory requirements or restrictions; the suitability of the property for specialized use; the life expectancy of any component or system in the property; the causes of the need of repair; methods, materials and costs of corrections; the presence or absence of pests such as wood damaging organisms, rodents or insects; cosmetic damage, underground items, or items not permanently installed. The inspection does not include calculations of the strength, adequacy, or efficiency of any system or component; determination of the effectiveness of any system installed to control or remove suspected hazardous substances; prediction of future conditions such as failure of components; projection of operating costs of components; evaluation of acoustical characteristics of any system or component; or evaluation of special equipment or accessories that are not listed as components to be inspected in the Standards of Practice of the state of Texas Real Estate Commission.

The inspector will not operate any system or component that is shut down or otherwise inoperable, or one that does not respond to normal operating controls. The inspector will not operate any heating or cooling systems when weather conditions or other circumstances may cause equipment damage.

**The following items are not a part of the inspection, including but not limited to:**

Pools, spas, hot tubs, or equipment related to them; elevators; refrigeration units; washers and dryers; water filtration units; security alarms; intercoms; service or equipment related to phone, cable or satellites; window treatments; oven clocks, timers or self-cleaning functions; central vacuum systems; solar systems; lightning arrestors; synthetic stucco; septic fields, septic systems, fuel tanks, well systems, spring systems, or any other underground or concealed systems; detached buildings or garages; or heat exchangers.

**The inspection does not address and is not intended to address the possible presence of, or any danger from, any potentially harmful substance and environmental hazards, including but not limited to:**

Radon gas, lead paint, asbestos, urea formaldehyde (UFFI), toxic or chemical analysis, carcinogens, mold, fungi, airborne hazards, bio-aerosols, soil or geological conditions, polluted water, noise, or underground oil tanks.

**For a comprehensive listing of those items not required to be part of the inspection and applicable definitions, refer to the Standards of Practice of the Texas Real Estate Commission.**

**LIMIT OF LIABILITY:** It is understood and agreed that should Elite Star Inspections LLC and/or its agents or employees be found liable for any loss or damage resulting from a failure to perform any of its obligations, including but not limited to, negligence, breach of contract or otherwise, then the liability of Elite Star Inspections LLC and/or its agents or employees shall be limited to a sum equal to the amount of the fee paid by the Client for the inspection and report.

**ACKNOWLEDGEMENT:**

\_\_\_\_\_  
Client Initials It is understood that it is the client’s responsibility to give 24-hour cancellation notice or there will be a \$75.00 fee. If for whatever reason access is not available to the inspector a \$75.00 fee will be charged and if the inspector has to return a \$75.00 service fee will be charged.

\_\_\_\_\_  
Client Initials The Client gives permission to Elite Star Inspections LLC to release a copy of the report to the Client’s Realtor/Agent,  
\_\_\_\_\_  
Client Initials **and additionally** allow the Client’s Realtor/Agent to forward a copy of the report.

\_\_\_\_\_  
Client Initials The inspection and report are not intended to be used as a guarantee or warranty, expressed or implied, and any visual problems reported should be verified with the appropriate contractor, electrician, plumber, or skilled professional for cost estimates and code compliance.

**AGREEMENT:** This contract represents the entire agreement between Elite Star Inspections LLC and the Client. Elite Star Inspections LLC is not responsible for the repair, replacement or alteration of any item within or upon the inspected property. Absolutely no warranties or guarantees are given or implied for any latent or concealed defects. Additionally, any repairs after the inspection may reveal defects that are not accessible at the time of the inspection. Elite Star Inspections LLC is not liable for any defects or deficiencies which cannot be discovered during the limited visual inspection. Furthermore, Elite Star Inspections LLC is not responsible for any misleading information provided by the seller or for any matter concealed or hidden from the inspector. Elite Star Inspections LLC reserves the right to make corrections for clerical or other errors in the report and report summary.

The Client acknowledges that they have read and understood the extent and limitations of the inspection and agree to all of the limitations, terms and exclusions contained within this contract for the inspection of the property.

**ELITE STAR INSPECTIONS LLC MUST RECEIVE A COPY OF THIS AGREEMENT SIGNED BY THE CLIENT BEFORE THE INSPECTION CAN BEGIN.**

**The Client is encouraged to be present at the time of the inspection for any questions or clarifications.**

**Client Name** \_\_\_\_\_  
Print

**Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Home Address** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Inspector** \_\_\_\_\_  
**Joe A. Zaragoza (TREC 21061)**  
**Elite Star Inspections, LLC**