

GARLAND INSPECTION SERVICES, INC.

Report# _____

Client Name: _____ Inspection Location: _____
Current Address: _____

Client Realty Co.: _____ Agent: _____
Phone: _____ Authorized Copies to: Agent Other

This is a report of a visual inspection of the conditions and readily accessible areas of this property, in accordance with the terms and conditions contained in the PRE-INSPECTION AGREEMENT, which is part of this Report and incorporated herein. Please read the REMARKS printed on each page and call us for an explanation of any aspect of this Report, written or printed, which you do not fully understand prior to title transfer. All utilities and systems should be on at the time of inspection. This agreement is only between Garland Inspection Services, Inc. and the client. It is not intended to be relied upon by any third party and is non-assignable.

PRE-INSPECTION AGREEMENT

Garland Inspection Services, Inc. agrees to conduct an inspection for the purpose of alerting the CLIENT to major defects and deficiencies in the condition of the property. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the CLIENT. The report will include the following only:

- quality and condition of major systems
- structural conditions
- electrical, plumbing, hot water heater, heating and air conditioning- temperature permitting
- general exterior, including roof, gutter, chimney, drainage, grading
- general interior (accessible and visible areas)
- kitchen and baths
- crawlspace (if accessible)

It is understood and agreed that this inspection will be of readily accessible areas of the building and is limited to visual observations of apparent conditions existing at the time of inspection only. Latent and concealed defects and deficiencies are excluded from the inspection; equipment, items and systems will not be dismantled, nor will furniture, appliances or storage be moved to conduct this inspection.

This inspection and report do not address and are not intended to address the possible presence of or danger from any potentially harmful substances and environmental hazards including but not limited to mold, radon gas, lead paint, asbestos, urea formaldehyde and toxic or flammable chemicals and airborne hazards. Also excluded are inspections and reports on swimming pools, wells, septic tanks, underground storage tanks, security systems, cosmetic surfaces, central vacuum systems, water softeners, sprinkler systems, fire and safety equipment, and the presence or absence of animals, termites, and other insects. Municipal water and sewer systems are excluded.

THE PARTIES AGREE THAT GARLAND INSPECTION SERVICES, INC. ASSUMES NO LIABILITY OR RESPONSIBILITY FOR THE COST OF REPAIRING OR REPLACING ANY UNREPORTED DEFECTS OR DEFICIENCIES, EITHER CURRENT OR ARISING IN THE FUTURE OR FOR ANY PROPERTY DAMAGE, CONSEQUENTIAL DAMAGE OR BODILY INJURY OF ANY NATURE. THE INSPECTION AND REPORT ARE NOT INTENDED TO BE USED AS A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED REGARDING THE ADEQUACY PERFORMANCE OR CONDITION OF ANY INSPECTED STRUCTURE, ITEM, OR SYSTEM. IT IS UNDERSTOOD AND AGREED THAT SHOULD GARLAND INSPECTION SERVICES, INC. BE FOUND LIABLE FOR ANY LOSS OR DAMAGES RESULTING FROM A FAILURE TO PERFORM ANY OF THERE OBLIGATIONS, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF CONTRACT, OR OTHERWISE, THEN THE LIABILITY OF GARLAND INSPECTION SERVICES, INC. SHALL BE LIMITED TO A SUM EQUAL TO THE AMOUNT OF THE FEE PAID BY THE CLIENT FOR THE INSPECTION AND REPORT. GARLAND INSPECTION SERVICES, INC. ASSUMES NO LIABILITY FOR ANY REMARKS OR RECOMMENDATIONS CONTAINED HEREIN, OR ANY ACTIONS ON THE PART OF THE CLIENT IN RELIANCE ON THIS REPORT. THIS REPORT IS FOR THE EXCLUSIVE USE OF THE CLIENT, AND GARLAND INSPECTION SERVICES, INC. ASSUMES NO THIRD PARTY LIABILITY. PAYMENT IS DUE UPON COMPLETION OF THE INSPECTION REPORT.

ALL INSPECTIONS ARE PERFORMED ACCORDING TO THE AMERICAN SOCIETY OF HOME INSPECTORS STANDARDS OF PRACTICE.

DISPUTES: ANY DISPUTES MUST BE PRESENTED IN WRITING WITHIN 180 DAYS OF THE DATE OF INSPECTION. GARLAND INSPECTION SERVICES, INC. WILL ASSUME NO LIABILITY FOR ANY CLAIMS PRESENTED 180 DAYS OR MORE AFTER THE DATE OF INSPECTION.

ARBITRATION PROVISION: ANY DISPUTE BETWEEN THE PARTIES SHALL BE SETTLED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION. THE STANDARDS OF PRACTICE OF THE AMERICAN SOCIETY OF HOME INSPECTORS SHALL BE THE STANDARDS USED TO ARBITRATE ANY DISPUTE. THE CLIENT ALSO GUARANTEES GARLAND INSPECTION SERVICES, INC. THE RIGHT TO EXAMINE OR REINSPECT ANY DISPUTE PRIOR TO ANY REPAIRS OR REPLACEMENTS BEING MADE.

Acceptance and understanding of this agreement CLIENT: _____ DATE: _____
are hereby acknowledged.

CLIENT: _____ DATE: _____

TOTAL FEE: _____ Check# _____ Cash Bill Client

