



XPRESS

HOMES INSPECTIONS

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METRO INSPECTIONS REAL ESTATE GROUP DBA. XPRESS HOME INSPECTIONS



VISUAL INSPECTION AGREEMENT.





**PLEASE READ THIS
AGREEMENT
CAREFULLY THIS
AGREEMENT
SUPERCEDES ALL
PREVIOUS
COMMENTS**



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(Hereinafter "INSPECTOR") and the undersigned (hereinafter "CLIENT") collectively referred to herein as "parties." The Parties Understand and Voluntarily Agree as follows:

1. This agreement made and entered into on the above Contract Date by and between the above named Client and the undersigned, Metro Inspections Real Estate Group will conduct a visual inspection of the Property only. The inspection is performed in accordance with the Standards of Practice of the Texas Real Estate Commission. This is not a Building Code inspection, title examination, nor a By-law compliance inspection. The Inspector does not offer an opinion as to the advisability or inadvisability of the purchase of the property, its value or its potential use. The inspection fee is based on a single visit to the property.
2. The Client will receive a written report of Inspector's observations of the accessible features of the Property. Subject to the terms and conditions stated herein, the inspection includes the non-invasive visual examination of the home's exterior including roof and chimney, structure, electrical, heating and cooling systems, insulation, plumbing, and interior including floors, walls, ceiling and windows; it is a reasonable effort to disclose the condition of the house based on a visual inspection. Additionally, Inspector will functionally operate major built-in appliances. Conditions beyond the scope of the inspection will not be identified. No engineering services are offered.

This Inspection Report is based on the condition of the Property existing and apparent as of the time and date of the inspection. Not all conditions may be apparent on the inspection date due to weather conditions, inoperable systems, inaccessibility of areas of the Property, etc. A defect that was apparent on any date prior to the inspection date may not be apparent on the inspection date. Without dismantling the house or its systems, there are limitations to the inspection. Throughout any inspection, inferences are drawn which cannot be confirmed by direct observation. Clues and symptoms often do not reveal the extent or severity of problems. Therefore, the inspection and subsequent Inspection Report may help reduce the risk of purchasing the property; however, an inspection does not eliminate such risk nor does the Inspector assume such risk. While some of the less important deficiencies are addressed, an all-inclusive list of minor building flaws is not provided. Inspector is neither responsible nor liable for the non-discovery of any patent or latent defects in materials, workmanship, or other conditions of the Property, or any other problems which may occur or may become evident after the inspection time and date. Inspector is neither an insurer nor guarantor against defects in the building and improvements, systems or components inspected. Inspector makes no warranty, express or implied, as to the fitness for use or condition of the systems or components inspected.



4. The Inspector's total liability to the Client for errors, omissions, breaches of contract and/or negligence in any part of the Inspection or Inspection Report shall be limited to the amount of the fee paid for the Inspection. For greater clarity this means that if the Client sues the Inspector any damages awarded cannot exceed the cost of the Inspection.

5. The inspection report is provided solely for the benefit of the Client and may not be relied upon by any other person.

The Inspector will not review any other inspection report prior to preparing the Inspection Report provided pursuant to this Agreement unless a copy of the prior report is provided to the Inspector prior to the beginning of the inspection. The Client shall not rely on any other inspection report prepared at any time by the Inspector that is not prepared for or addressed to the Client.

Inspections are done in accordance with the Texas Real Estate Standards of Practice, are visual, and are not technically exhaustive. The following items are specifically excluded from the inspection: water softening systems, security systems, telephone and cable TV cables, timing systems, swimming pools and spas, underground or concealed pipes, sewer lines, septic systems, electrical lines and circuits, central vacuum systems, central air conditioning when outside temperature is below 65° F or 18° C, and any other condition, item, system or component which by the nature of their location are concealed or otherwise difficult to inspect or which the Inspector cannot visually examine. Excluded is the assurance of a dry basement or crawl space; also excluded is the assurance that double and triple pane glazing seals in windows are intact. Inspector will not dismantle any component or system; full evaluation of the integrity of a heat exchanger requires dismantling of the furnace and is beyond the scope of a visual inspection. Unless otherwise indicated in writing, we will NOT test for the presence of radon, a harmful gas. Unless otherwise indicated in writing, we will not test for mold. Unless otherwise indicated in writing, we will not test for compliance with applicable building codes or for the presence of or for any potential dangers arising from the presence of asbestos, lead paint, soil contamination, or other environmental hazards or violations. If any structure you want us to inspect is a log structure or includes log construction, you understand that such structures have unique characteristics that may make it impossible for us to inspect and evaluate them. Therefore, the scope of our inspection will not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.

7. Inspector will not conduct geological tests; will not inspect inaccessible or concealed areas of the Property; will not enter dangerous areas of the Property; will not inspect for environmental concerns such as hazardous substances or gasses, including but not limited to, radon gas, asbestos, formaldehyde; or for pests such as wood destroying organisms, insects, rodents; fungus including but not limited to mold and mildew unless the Inspector is qualified to do so and the client specifically requests the service for an additional fee.



8. The condition of certain systems, components and equipment will be randomly sampled by the Inspector. Examples include, but may not be restricted to, window/door operation, electrical receptacles, switches and lights, cabinets, mortar, masonry, paint and caulking integrity, roof covering materials, and examination of interior and exterior surfaces for signs of moisture ingress.

9. The inspection excludes defects such as cracking, leaking, surface discolorations, or landslides resulting from hidden defects, including but not limited to, water leaks, land subsidence, or other geological problems. The inspection also excludes merely cosmetic features, including but not limited to, paint, wall coverings, carpeting, floorings, paneling, lawn, and shrubs. The Inspector is not required to determine property boundary lines or encroachments.

10. The Client acknowledges and agrees that the time limit for commencement of legal proceedings by the Client against the Inspector for damages suffered by the Client as a result of alleged errors, omissions, breaches of contract, and/or negligence by the Inspector shall be not later than one (1) year from the date of the inspection.

After the expiry of one (1) year from the date of the inspection any claim of the client against the inspector shall expire and cease to exist for all purposes and the Client's right to commence legal proceedings against the Inspector shall thereupon be barred. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of your claim within seven days of discovery, in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability

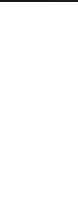
11. In the event that the Client claims damages against the Inspector and does not prove those damages, the Client shall pay all legal fees, legal



8 expenses and costs incurred by the Inspector in defense of the claim. LIMITATION ON LIABILITY AND DAMAGES. We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquidated damages in an amount not greater than 1.5 times the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that this liquidated damages is not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee. If you wish to eliminate this liquidated damages provision, we are willing to perform the inspection for an increased fee of \$ _____, payable in advance.

12. The Inspector shall have the right to examine the subject matter and area of any claim or potential claim against the Inspector arising here from and the right to offer a resolution prior to Client's performance of any remedial measures (except in the event of an emergency, or to protect for personal safety, or to reduce or avoid damage to property. The right of examination herein is a condition precedent to the commencement of any claim by the Client against the Inspector for any reason including negligence or breach of any term hereof. The Client shall not file or commence any claim against the Inspector in any jurisdiction until he has notified the Inspector of his complaint and made reasonable efforts to afford the Inspector an opportunity to complete such examination. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim.

13. This Agreement and the documents referred to herein constitute the entire Agreement between the parties hereto, and supersede any and all

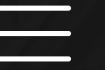


prior representations, discussions, or agreements, whether written or oral. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to, in writing, and signed by the parties hereto. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

14. The inspection report does not constitute a warranty, guarantee or insurance policy of any kind. There are no warranties made against roof leaks, wet basements, or mechanical breakdowns. The report is a professional opinion based on a visual inspection of the accessible areas and features of the property as of the date and time of the inspection and is not a listing of repairs to be made. The report is not an assessment nor is it an appraisal. The Inspector is not associated with any seller, buyer, contractor, lawyer or realtor.

15. The Client is encouraged, at their own risk, to participate in the visual inspection process and accepts responsibility for the consequences of electing not to do so. The inspection process is a two part system: the verbal survey and the report. As such, this report is not transferable to third parties as it will not clearly convey the information herein. This report is prepared by Inspector at your request, on your behalf, and for your use and benefit only; this report and any memoranda or information provided to you pursuant to this inspection agreement are not to be used, in whole or in part, or released to any other person without Inspector's prior written permission. Client hereby agrees to indemnify, defend and hold harmless Inspector. If, through the unauthorized distribution of this report, any third party brings a claim against Inspector relating to the inspection or inspection report.

16. Relationships/third party providers. The Inspector may have an affiliation with third-party service providers ("TPSP") in order to offer value-added services to clients. The Inspector may receive compensation



for such services. The Inspector may also arrange for these TPSPs to send literature or make post-inspection contact with the client. By executing this agreement, the client expressly consents to the disclosure of client's personal contact information to the Inspector and TPSPs. If client does not wish to receive literature from or be contacted by TPSPs, client shall simply notify the Inspector.

17. The Inspector may collect data which may be used by the Inspector. The collected data will primarily consist of data relating to the visual inspection conducted, but may also consist of other data relating to the property inspected, client and/or client representative personal and contact information, and demographic data. The Inspector may use collected data to perform analysis, improve business processes, improve the inspection experience, and obtain feedback from clients and client representatives. The Inspector may also provide collected data to third-party service providers ("TPSP") in order to offer value-added services to clients, as described in this agreement. The Inspector may provide aggregated collected data, but not individual collected data or personal information, to third parties. Other than interaction with TPSPs and aggregated data, the Inspector will not sell or rent the collected data to anyone, or share the collected data with any third party except as necessary to fulfill client requests. By executing this agreement, the client expressly consents to the collection and use of data by the Inspector as described herein.

18. Schedules indicated below and attached form part of this agreement. In the event of any conflict between a schedule and the provisions of this agreement, the provisions of the schedule will apply to the extent of the conflict. Attached Schedules:



A black and white photograph showing a magnifying glass held over a document. The magnifying glass is positioned in the upper right, focusing on the title of the document. The document is titled 'HOME INSPECTION REPORT' in large, bold, black letters. Below the title, there is a horizontal line, and then the text 'Property Address:' followed by 'Elm Street' and 'At your request, pleased to submit' on the right side. The background is a plain, light-colored surface.

HOME INSPECTION REPORT

Property Address:
Elm Street

At your request,
pleased to submit