

**SPECTRA INSPECTION SERVICES
PRE-INSPECTION AGREEMENT**

Standards and Scope: The Client (identified below) understands that this Property Inspection is a general condition assessment and visual review of only readily accessible areas. The standards utilized are determined by Spectra Inspection Services and its inspectors, which are based in general compliance with those outlined by the Texas Real Estate Commission (TREC) and ASTM E 2018-01 standards. Ultimately, standards utilized for this general condition assessment are defined and set forth at the sole discretion of Spectra Inspection Services and its inspectors. We do not inspect for compliance with the Americans with Disabilities Act, fire protection, or any equipment specific to the industry, trade, or occupation of the property being inspected. No determination of adequacy or efficiencies, excavation, disassembly, or removal of obstructions is performed. Hidden or obstructed defects may not, and likely will not, be observed. In addition, most property components are inspected on a random sampling of like items.

Client Use Only: The Client is encouraged to be present at the inspection. This will enable the inspector to point out specific observations, as well as help the Client understand any comments provided in the Property Inspection Report. This report is intended for the benefit and use **only** by the party contracting for same. It is not intended to benefit or be used by any third party; and transmittal to any third party for use, review, or reliance, without Spectra Inspection Services' prior written approval, is expressly prohibited.

Warranties Excluded: The Client understands, accepts, and agrees that Spectra Inspection Services does not impliedly or expressly warrant or guarantee its Property Inspection, Property Inspection Report, or the condition of the subject property. The Property Inspection Report is intended to be a summary of those items identified during the condition assessment, which is in no way intended to be a complete, exhaustive inspection.

Product Recalls, Claims, or Defects in Manufacture or Installation: Spectra Inspection Services does not represent to have any particular knowledge of, and specifically represents that it does not research or have any knowledge of, product recalls, class action lawsuits, or other defective materials claims related to any residential, commercial, or otherwise utilized construction materials, supplies, or services. The inspection and report of Spectra Inspection Services should not be expected to, and in most cases will not include any, notices, alerts, or warnings related to the same.

Arbitration: In the event that any dispute arises out of or relates to the Property Inspection performed or Property Inspection Report issued under this Agreement, such dispute shall be submitted to binding arbitration for resolution under the authority of the Texas General Arbitration Act Chapter 171 Tex. Civ. Prac & Rem. Code. Election to submit any claim to arbitration must be given in writing to Spectra Inspection Services within one (1) year of the Property Inspection. Any such claim or dispute not brought within one (1) year of the Property Inspection is expressly waived in its entirety. Arbitration hereunder shall be conducted pursuant to the Rules and Procedures for the Expedited Arbitration of Property Inspection Disputes administered by Construction Arbitration Services, Inc. Venue for any such proceeding shall be Arlington, Texas, and Texas law shall be the choice of law applicable. In the event that a dispute is submitted to arbitration pursuant to this paragraph, the decision of the arbitrator shall be final and binding on the parties; and judgment on the award of the arbitrator may be entered in any Texas court of competent jurisdiction.

Limitation of Liability: Spectra Inspection Services and its consultants, partners, agents, and employees shall not be liable to the Client, whether jointly, severally or individually, in excess of the compensation paid to Spectra Inspection Services under this Agreement, or in excess of the sum of \$500.00, whichever is greater, as a result of any act or omission not amounting to a willful or intentional wrong. The Client hereby agrees that, to the fullest extent permitted by law, Spectra Inspection Services and its consultants, subcontractors, partners, agents, and employees shall not be liable to the Client for any special, indirect, or consequential damages whatsoever, whether caused by Spectra Inspection Services, its subcontractors', consultants', partners', agents', or employees' negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes whatsoever, including but not limited to loss of use of equipment or residence, structure, facility, and loss of profits or revenue.

Additional Inspections Advised: Spectra Inspection Services expresses no opinion of the subject property beyond what is set forth in its Property Inspection Report. The Client may wish to obtain other types of inspections, such as mold, air quality, or environmental inspections that are not inspected or addressed in the Property Inspection Report. Spectra Inspection Services does not inspect for compliance with building codes or regulations of any national, state, or local governmental body, entity, or agency.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION AND LIMITATION OF LIABILITY CLAUSE, WHICH IS ENFORCEABLE BY THE PARTIES. PAYMENT FOR INSPECTION SERVICES CONSTITUTES ACCEPTANCE OF THE TERMS SET FORTH WITHIN THIS PRE-INSPECTION AGREEMENT.

Property to be inspected: _____

Spectra Inspector / Date

Client / Date