

# Infinity Home Inspections

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Thank you for selecting Infinity Home Inspections to perform your home inspection. We take very seriously your confidence in us and will work hard to earn your complete satisfaction. If at any time you have any questions feel free to contact us.

## Schedule:

Name: New Home Buyer  
Date: Tues. 2.12.2013  
Time: 2:00 PM - 5:00 PM  
Address: 1234 DFW Avenue  
Fort Worth, Texas 76123

## Preparations:

Infinity Home Inspections will notify all parties necessary to schedule the inspection.

**Your Responsibility:** Please confirm ALL utilities are on: electricity, water and gas. Make sure appliance pilot lights are lit and all appliances are accessible. We cannot turn on utilities or light pilot lights. If utilities are not on upon arrival and rescheduling or a return trip is necessary, there will be an additional fee of \$125.

## Inspection Agreement:

Included below is our "Inspection Agreement" form. Please print a copy, read through it, sign it and bring it to the inspection. We must receive the signed form before we can release the report. If you are not attending the inspection you may fax it to 817.561.0556, email it to [Matt@Infinity-Inspections.com](mailto:Matt@Infinity-Inspections.com) or mail it to:

Infinity Home Inspections  
4014 Kingsferry Dr  
Arlington, Texas 76016

## Payment:

Payment in full is required before we can release the inspection report. We accept cash, checks and most major credit cards. Add 3% convenience fee for credit card payments.

Home Inspection 2150 Sq Ft 315

Total Amount Due:     \$ 315

If you requested a WDI Inspection in addition to your home inspection, payment will be made separately to Step by Step Pest Services. That pricing is not reflected in this total.

We look forward to meeting you and helping you become familiar with your new home!  
For more information visit our web site: [www.Infinity-Inspections.com](http://www.Infinity-Inspections.com)

# INFINITY INSPECTION AGREEMENT

THIS AGREEMENT LIMITS OUR LIABILITY AND IS INTENDED TO BE A LEGALLY BINDING CONTRACT

**PLEASE READ IT CAREFULLY.**

Inspection Address: \_\_\_\_\_

Your Name: \_\_\_\_\_

Your Home Address: \_\_\_\_\_

Your E-mail Address: \_\_\_\_\_

Realtor's Email Address: \_\_\_\_\_

Additional Email Adds: \_\_\_\_\_

## How did you hear about us?

Google  Yahoo/Bing  Other Website  Real Estate Agent  Friend/Co Worker  BBB

Home Inspection \$ 315 Thermal Inspection \$ \_\_\_\_\_ Out Building \$ \_\_\_\_\_ Pool \$ \_\_\_\_\_

Sprinkler System \$ \_\_\_\_\_ Pre-1955 \$ \_\_\_\_\_ Crawl Space \$ \_\_\_\_\_ **Total:** 315

THIS AGREEMENT by and between Stephen Matthew Cordio (hereinafter "INSPECTOR") and the undersigned ("CLIENT"), collectively referred to herein as "the parties." The Parties understand and voluntarily agree as follows:

1. INSPECTOR agrees to perform a visual inspection of the home/building and to provide CLIENT with a written report identifying the defects that INSPECTOR both observed and deemed material. INSPECTOR may offer comments as a courtesy, but these comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.
2. Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance with the current Standards of Practice of the International Association of Certified Home Inspectors ("InterNACHI") posted at <http://www.nachi.org/sop.htm>. Although INSPECTOR agrees to follow InterNACHI's Standards of Practice, CLIENT understands that these standards contain limitations, exceptions, and exclusions. CLIENT understands that InterNACHI is not a party to this Agreement and has no control over INSPECTOR or representations made by INSPECTOR and does not supervise INSPECTOR. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for the presence of radon – a colorless, odorless, radioactive gas that may be harmful to humans. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for mold. Unless otherwise indicated below, CLIENT understands that INSPECTOR will NOT be testing for Chinese Drywall. Unless otherwise indicated in a separate writing, CLIENT understands that INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, soil contamination, and other environmental hazards or violations.
3. The inspection and report are for the use of CLIENT only, who gives INSPECTOR permission to discuss observations with real estate agents, owners, repairpersons, and other interested parties. INSPECTOR shall be the sole owner of the report and all rights to it. INSPECTOR accepts no responsibility for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release INSPECTOR (including employees and business entities) from any liability whatsoever. Any third parties who rely on the report in any way also agree to all provisions in this Agreement. INSPECTOR'S inspection of the property and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded to the fullest extent allowed by law. If any structure or portion of any structure that is to be inspected is a log home, log structure or includes similar log construction, CLIENT understands that such structures have unique characteristics that make it impossible for an inspector to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include decay of the interior of logs in log walls, log foundations or roofs, or similar defects.

4. INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee.
5. INSPECTOR does not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the inspection is taking place, unless the inspector holds a valid occupational license, in which case he/she may inform the CLIENT that he/she is so licensed, and is therefore qualified to go beyond this basic home inspection, and for additional fee, perform additional inspections beyond those within the scope of the basic home inspection. Any agreement for such additional inspections shall be in a separate writing.
6. In the event of a claim against INSPECTOR, CLIENT agrees to supply INSPECTOR with the following: (1) written notification of adverse conditions within 14 days of discovery; and (2) access to the premises. Failure to comply with the above conditions will release INSPECTOR and its agents from any and all obligations or liability of any kind.
7. The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the INSPECTOR has its principal place of business. In the event that CLIENT fails to prove any claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims. CLIENT further understands that any legal action against InterNACHI itself allegedly arising out of this Agreement or INSPECTOR's relationship with InterNACHI must be brought only in the District Court of Boulder County, Colorado. No such action may be filed unless the plaintiff has first provided InterNACHI with 30 days' written notice of the nature of the claim. In any action against INSPECTOR and/or InterNACHI, CLIENT waives trial by jury.
8. If any court declares any provision of this Agreement invalid, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change shall be enforceable against any party unless it is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.
9. Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.
10. If CLIENT requests a re-inspection, the re-inspection is also subject to all the terms and conditions set forth in this agreement.
11. This Agreement is not transferable or assignable.
12. Should any provision of this Agreement require judicial interpretation, the Court shall not apply a presumption that the term shall be more strictly construed against one party or the other by reason of the rule of construction that a document is to be construed more strictly against the party who prepared it.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS CONTRACT AND THE ATTACHED DOCUMENTS, IF ANY; THAT I UNDERSTAND THE TERMS AND CONDITIONS AND THAT I AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF CLIENT IS MARRIED, CLIENT REPRESENTS THAT THIS OBLIGATION IS A FAMILY OBLIGATION INCURRED IN THE INTEREST OF THE FAMILY.

**CLIENT:** \_\_\_\_\_ **DATE:** \_\_\_/\_\_\_/\_\_\_

**INSPECTOR:**           **Matt Cordio**           **TREC #**           **9871**          



**INFINITY HOME INSPECTIONS**