



# LAKE TRAVIS ENGINEERING AND INSPECTION LLC PROPERTY INSPECTION AGREEMENT

**Client:** \_\_\_\_\_ Client Name  
(Name of Client)

**Property Address:** \_\_\_\_\_ Property Address  
(Address or Other Identification of Inspected Property)

**Inspector:** Sidney L. Maxwell II, P.E. TREC Lic. No.: 9915  
(Name and License of Inspector) (PE Lic # 80644)

**Client Consent and Agreement:** The client's signature below represents the client's agreement to the terms, conditions, scope, and content as outlined in this inspection agreement/contract. Client understands that the inspections are performed primarily through visible evidence obtained through inspection of accessible areas of the property. Although the Lake Travis Engineering and Inspection LLC inspector will make all reasonable efforts to access all pertinent areas of the property, he will not access areas that could lead to safety concerns or damage to the property whether it be cosmetic or structural. The scope of the inspection is outlined in the attached document titled "Scope of Inspection".

Home Inspection Fee: \$ \_\_\_\_\_  
Pier and Beam Fee: \$ \_\_\_\_\_  
Optional Systems Fee: \$ \_\_\_\_\_  
Total Inspection Fee: \$ \_\_\_\_\_

Covers Sections and Scope(Check all that are included):

I. A-K    II. A&B    III. A-C    IV. A-D    V. A-L  
VI.(Optional)  A,  B,  C,  D,  E,  F,  G,  H,  I

## Terms and Conditions

1. Definitions
  - a. Lake Travis Engineering and Inspection LLC (hereafter referred to as LTE&I) refers to the name of the licensed individual and inspection company performing the inspection.
  - b. CLIENT refers to the name or company voluntarily authorizing the inspection and receiving the inspection services.
  - c. The Parties – The LTE&I and CLIENT involved in the inspection.
  - d. Property – The property represented by the address show above.
  - e. Scope of Inspection – Items listed either in the TREC Standards or Practice Chapter 535.228 to 535.231 or attached "Scope of Inspection" and as indicated by and "X" as covered sections above.
2. LTE&I agrees to perform an inspection per above scope on items checked and property indicated on page one of this agreement. CLIENT will be provided with a written report identifying areas of concern observed during the inspection. It is not within the "scope of Inspection" for LTE&I to recommend repairs or remedies to any defects or issues observed. Any comments given are purely advisory and it is strongly recommended that a contractor, engineer, or field expert be consulted for any maintenance or repairs required to address any matters referenced in the inspection report
3. LTE&I agrees to perform the inspection in accordance with the rules of the Texas Real Estate Commission which are available on their website. The inspection report will be written using their required format and the CLIENT understands that there are specific requirements of what is to be inspected and how the inspection is to be executed. The rules of the Texas Real Estate Commission apply to all licensed Inspectors in the State of Texas.
4. CLIENT understands that the inspection is not considered a building code compliance inspection as many elements that relate to that code are not visible by the LTE&I. Client also understand the inspection is not an environmental evaluation and that no testing is being performed for any environmental health hazards such as lead, asbestos, radon, urea-formaldehyde, fungi, molds, mildew, PCBs or other toxic, reactive, combustible, or corrosive contaminants other than items specifically referred to in the "Scope of Inspection". Further, CLIENT understands that a termite, rodent or other infestation inspection is not included within the "scope of Inspection" and LTE&I will offer no inspection services on recommendations regarding issues relating to any potential termite or insect infestation of the property being inspected.



5. LTE&I conducts the inspection based solely upon a visual check of the systems and components of the building, structure, equipment and appliances. CLIENT understands that LTE&I is not responsible for areas which can not be seen and inspected although LTE&I will make all reasonable efforts to inspect all areas listed in the "Scope of Inspection". LTE&I is not required (nor permitted) to move any obstructions, floor coverings, wall coverings, appliances, personal property of owner, or furniture during the inspection, nor will perform any actions which may result in damage to the property (structural or cosmetic) or personal injury to the LTE&I Inspector or bystanders.
6. CLIENT authorizes the LTE&I Inspector to discuss the report with the CLIENT, the CLIENT'S real estate agent, the property owner, contractors, and other interested parties. **IF THE CLIENT DOES NOT WISH FOR THE LTE&I TO SHARE THE REPORT WITH THE CLIENT'S REAL ESTATE AGENT, THE PROPERTY OWNER, CONTRACTORS OR OTHER INTERESTED PARTIES, THE CLIENT MUST SPECIFICALLY FORBID THE LTE&I FROM DOING SO PRIOR TO THE INSPECTION IN WRITING.** LTE&I does encourage the CLIENT to be present at the inspection to witness defects and issues as they are located. CLIENT is responsible for reading the entire report and contacting the LTE&I Inspector within 5 days of receipt so that he may review potential issues or defects with the CLIENT. LTE&I accepts no responsibility for the use or misinterpretation of the inspection report by any third parties. LTE&I implies no warranty or guarantee, express or implied, of future performance, habitability, or operability of the home or its components. The report is intended to capture visual observations of the condition of the house and its inspected components at the time of inspection.
7. LTE&I assumes no liability for the cost of engineering, inspection by another party, cost of repair or replacements of reported or unreported defects, deficiencies, or issues that may arise in the present or future. CLIENT acknowledges that the liability of LTE&I and its agents for any claims or damages, costs of defense or suite, attorney's fees and expenses and payments arising out of or related to any information omitted from or contained with the inspection report shall be limited to liquidated damages not to exceed the inspection fee as shown on the first page of this agreement/contract and this liability shall be exclusive. CLIENT agrees that LTE&I has no liability for any consequential damages.
8. This agreement/contract and related inspection does not cover or entail any engineering, structural, electrical, plumbing, HVAC, finish out or any other physical services not listed in the attached "Scope of Inspection". Any engineering work provided will be done so under a separate agreement or contract.
9. If a claim ensues as a result of an inspection performed by LTE&I, CLIENT agrees to supply LTE&I with written notice of the adverse conditions within 14 days of discovery, access to the premises for LTE&I's discovery of the conditions and copies of any 3<sup>rd</sup> party reports related to the adverse conditions. Failure to supply any of the fore mentioned will release LTE&I and its agents from any liability or claims.
10. LTE&I is licensed and regulated by the Texas Real Estate Commission (TREC). TREC administers a Real Estate Recovery Fund which may be used to satisfy judgments against Inspectors who violate the law. For more information contact: Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512 465 3900.
11. The parties agree that this Agreement is entered into in Travis County and that Travis County shall be the venue for any disputes arising out of this Agreement or services provided thereunder. **BINDING ARBITRATION:** The CLIENT as well as any third-party who relies upon this Agreement or the services performed hereunder and/or any person who makes a claim arising out of any services performed pursuant to this Agreement agrees that all disputes shall be submitted to binding arbitration as provided by the Texas Civil Practices and Remedies Code. Such arbitration shall be heard by a single arbitrator who shall decide all matters submitted to the arbitrator and whose decision will be final and binding on all parties to the dispute. All costs of the arbitration shall be shared in equal parts by the parties thereto. In the event that the CLIENT fails to prove any adverse claim against LTE&I, CLIENT agrees to pay all legal costs, expenses and fees of LTE&I in defending said claims.
12. If any court declares any provision in this agreement/contract invalid or unenforceable, the remaining provisions will remain in effect. This agreement/contract represents the entire agreement between the parties and takes precedence over any verbal, email or other communications.
13. Inspection fee should be paid in full prior to receiving the inspection. If part or all of the fee is unpaid at the time of the inspection full remittance shall be made by CLIENT to LTE&I within 3 days of receiving inspection report.

All parties have read and agree to the terms and conditions of this agreement/contract:

<i>S L Maxwell II</i>	/ MM/DD/YYYY		
Sidney L. Maxwell II, P.E.	Date	CLIENT (Print Name)	CLIENT (Signature)      Date
<input type="checkbox"/> Visa/MC/Disc	Card #		Exp:      /      Verify #
<input type="checkbox"/> Check	<input type="checkbox"/> Cash		