



**INSPECTION AUTHORIZATION AND AGREEMENT**

The parties to this Agreement are (A-Nu Home 4u Inspection Network) (hereinafter "A-Nu Home 4u \_\_\_\_\_" (hereinafter "CLIENT"). A-Nu Home 4u agrees to conduct a **visual inspection of the readily accessible areas** for the purpose of informing the Client of major deficiencies in the condition of the property \_\_\_\_\_. The inspection shall be conducted on \_\_\_\_\_.

1) This inspection of subject property shall be performed by the Inspector for the Client in accordance with the Standards of Practice of the Texas Real Estate Commission (TREC) and the inspector will use TREC Property Inspector Report form to report the findings.

2) **EXHAUSTIVE TECHNICAL EVALUATION** - An exhaustive technical evaluation is available at a much higher cost. The exhaustive technical inspection involves hiring of specialists in each area of inspection. Fees for exhaustive technical inspection start at \$1500.00 depending on the complexity of the structure.

**TYPE OF INSPECTION CHOSEN**

\_\_\_\_\_  
(Client Initials) Fee: \$ \_\_\_\_\_ **GENERAL STRUCTURAL AND MECHANICAL INSPECTION BASED ON THE OPINIONS OF THE INSPECTOR.** This inspection is not intended to be technically exhaustive nor is it considered to be a **Guarantee or Warranty**, expressed or implied, regarding the conditions of the property, items and systems inspected and it should not be relied on as such. If a comment is made concerning the condition of any item, the client agrees to contact a specialist to make further inspections and to seek estimated costs of repairs prior to closing on the purchase of this property, if client intends to rely on this report. The inspection and report do not address and are not intended to address code and regulation compliance, the possible presence or danger from fungi (mold), asbestos, radon gas, lead paint, urea formaldehyde, soil contamination and other indoor and outdoor substances. The client is urged to contact a competent specialist if information, identification or testing of the above is desired.

OR

\_\_\_\_\_  
(Client Initial) Fee: \$2500.00 **EXHAUSTIVE INSPECTION INVOLVING THE HIRING OF LICENSED PROFESSIONALS FOR EACH SYSTEM OF THE STRUCTURE**

3) **LIMITATION OF LIABILITY:** The client understands, accepts and agrees that A-Nu Home 4u do not, impliedly or expressly, warrant or guarantee it's home inspection, home inspection report or the condition of the subject property. The Client agrees that A-Nu Home 4u will have no liability for latent defects which cannot be observed through normal non destructive testing or operation; and it is specifically limited to those situations where it can be conclusively shown that the component and/or mechanical device inspected was inoperative or in need of immediate repair or was not performing the function for which it was intended at the time of the inspection. **In the event the inspector fails to fulfill the obligation under this agreement, the Client's exclusive remedy at law or in equity against A-Nu Home 4u shall be limited and fixed in the amount equal to the inspection fee multiplied by two(2), or the sum of five hundred dollars (\$500.00), whichever is less, as liquidated damages and not as a penalty, and this liability shall be exclusive. The limitation of liability clause further applies to any claim or cause of action advanced against A-Nu Home 4u by the Client in any subsequent litigation proceeding, and includes but is not limited to claims for breach of contract, alleged wrongful acts under the Texas Deceptive Trade Practices Act, alleged wrongful acts under the Fraud in Real Estate Statue, common law and statutory claims of fraud, and negligence.** This limitation of liability applies to the Client, and any individual, company or entity acting on behalf of or as a subrogee of the Client, who is damaged or has to pay expenses of any kind, including attorney's fees and costs, because of any alleged mistake, omission, or deficiency by the inspector in the performance of the inspection or contained in the inspection report. The Client recognizes and willingly assumes the risks of losses greater than the maximum amount of recoverable damages contained in this section. The Client acknowledges that this limitation of liability is reasonable in view of the relatively small fee that A-Nu Home 4u charges for performing the inspection when compared to the potential exposure that A-Nu Home 4u might otherwise incur in the absence of such limitation of liability.

4) The inspection service is conducted at the property. The physical on-site inspection of the property is a valuable time of exchange of information between the Inspector and the Client. Any particular concern of the Client must be brought to the attention of the Inspector before the inspection begins. The written report will not substitute for Client's personal presence during the inspection. It is virtually impossible to fully profile any building with any reporting system. Unless Client attends and participates in the inspection process itself, the Client will have no chance of gaining all of the information that is offered. **THE WRITTEN REPORT IS THE PROPERTY OF THE INSPECTOR AND THE CLIENT AND SHALL NOT BE USED BY OR TRANSFERRED TO ANY OTHER PERSON OR COMPANY WITHOUT BOTH THE INSPECTOR'S AND THE CLIENT'S WRITTEN CONSENT.**

5) **BY SIGNING THIS AGREEMENT, YOU AUTHORIZE NATIONAL SECURITY AND COMMUNICATIONS, INC. TO CALL YOU AT THE PHONE NUMBER YOU HAVE PROVIDED TO DISCUSS A SPECIAL ALARM OFFER. A-NU HOME 4U INSPECTION NETWORK IS RECEIVING A FEE OR OTHER VALUABLE CONSIDERATION IN THIS REAL ESTATE TRANSACTION.**

The undersigned have read, understand and accept the terms and conditions of this agreement and agree to pay the charges specified below:

\_\_\_\_\_  
By: Gary R. Woda TREC PI # 6081  
A-NU HOME 4U INSPECTION NETWORK

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client/Authorized Representative

\_\_\_\_\_  
Date