

RESIDENTIAL WDI PRE-INSPECTION CONSULTING AGREEMENT

Pest Inspection Network, P. O. Box 700906, San Antonio, TX 78270

Info@pestinspectionnetwork.com www.pestinspectionnetwork.com

210-559-3929

Property Address _____

THIS IS A LEGAL AGREEMENT. PLEASE READ CAREFULLY BEFORE SIGNING. YOU HAVE THE RIGHT AND IT IS PRUDENT TO CONSULT AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THE CONDITIONS.

Important Limitations and Disclaimers

This Property WDI Inspection Report reports on only the address listed and only on the current condition of those items as of the date of inspection. This report reflects only if the property inspected are observed to have active infestation or conducive conditions at the time of inspection. This report reflects only those items that are reasonably observable at the time of inspection. **NO REPRESENTATION OR COMMENT** is made concerning any latent defect or defects not reasonably observable at the time of the inspection or of items which require the removal of major or permanent coverings. For example, but without limitation, recent repairs, painting or covering may conceal prior or present insect, leak or other damage which is not reasonably observable by the inspector and no representation or comment can be made. **NO REPRESENTATION IS MADE CONCERNING ANY OTHER CONDITION OR THE FUTURE PERFORMANCE OF THE STRUCTURE. NO REPRESENTATION IS MADE AS TO ITEMS NOT SPECIFICALLY COMMENTED UPON. ALL WARRANTIES EXPRESSED OR IMPLIED, NOT SPECIFICALLY STATED HEREIN ARE EXCLUDED AND DISCLAIMED.** If a comment is made concerning the condition of any item, the Client is **URGED** to contact a qualified **SPECIALIST** to make further inspections or evaluations of that item. Client must notify Pest Inspection Network, Inc. in writing of any complaints within seven (7) days of the date of inspection and must thereafter allow prompt re-inspection of the item in question. Otherwise, all claims for damages arising out of such complaint are waived by Client. If Client institutes any legal action concerning this inspection and fails to prevail on all causes of action alleged, Client shall be liable to Pest Inspection Network, Inc. and or its affiliates for all of its attorney's fees incurred in such action. Actual damages for any breach of contract or warranty, negligence or otherwise are limited to the amount of the inspection fee paid. The Client, by accepting this Report or relying upon it in any way, expressly agrees to these Limitations and Disclaimers.

Client further acknowledges, agrees, and authorizes Pest Inspection Network, Inc. to provide their contact information (including telephone number) to a third-party service provider ("TSP"), with which Pest Inspection Network, Inc. may affiliate with to offer the client additional value-added services. Pest Inspection Network, Inc. may in some cases be compensated for making these arrangements in order to keep inspection prices at a minimum.

For more information concerning your rights, contact the Consumer Protection Division of the Attorney General's Office, your local District or County Attorney, or the attorney of your choice.

1. **Inspector and / or Inspecting company** agree to provide inspection services in accordance with this Agreement and render professional opinions for the purpose of informing the Client(s) listed on the order form (individually or collectively the "**Client**") of major deficiencies in the condition of the referenced property submitted on the order form (the "**Property**"). In consideration for the inspection services, the Client agrees to pay the inspection fee for this Agreement prior to completion of the inspection and presentation of the WDI (Termite) Inspection Report. Additional fees apply for return visits that may be required to complete an inspection where items or systems we're not ready or deemed safe to originally inspect. All return visit fees are charged at a rate of a **minimum \$50 fee. Additional fees for travel and time may apply** depending on the quantity of items to inspect and property location.
2. **What is Inspected:** In exchange for an Inspection Fee as agreed to (**Services Provided**), the Inspector will (a) inspect the Property. The inspection shall include a **non-exhaustive** evaluation of the property. The Inspector will perform an inspection of those items that are visible and safely accessible **as determined by the Inspector**. The inspector may not inspect areas and/or items deemed to be inaccessible and or unsafe to inspect as determined by the Inspector. The inspection will be a **non-destructive** and practical evaluation of the Property and as are apparent on the date of the inspection. The Inspector will not enter or climb upon unsafe areas that may potentially endanger the Inspector or the property, in his sole judgment.
3. **What is Not Inspected (Agreed Departures):** The following specific limitations apply but should not be considered as a totally exhaustive list **Unless expressly stated otherwise, Inspector does not inspect**, items where access is limited or prevented by furniture, personal belongings, or similar obstructions.
4. **Client specifically agrees to hold Inspector harmless from any claims or liability regarding any areas that have been purposely concealed, covered, touched up or otherwise hidden on the premises and or unreported or withheld from the Sellers Disclosure documents.**
5. Client agrees the sole recourse is against the responsible parties thru civil action. The inspection intends to reduce but will not eliminate risk; therefore, the standard inspection does not identify all defects or problems (visible or concealed). The Client agrees that such non-reporting does not constitute any actionable representation or omission and specifically waives any and all claims at law or in equity, in connection with any such reporting. This agreement and report will not include, and should not be read or interpreted, to determine the insurability or merchantability of any item or items inspected.

THE INSPECTOR HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES TO THE FULLEST EXTENT ALLOWED BY LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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- 6. The Report and Inspection Findings:** The written report including any and all photographs or digital recordings taken during the time of inspection remain the copyrighted property of the Inspector. The Client agrees distribution of the completed report shall be solely to persons involved with this transaction; including, but not limited to, real estate professionals representing the seller and/or client, attorneys of record representing the seller and/or client, the Title Inspector and/or lender representing the Client. Distribution, use of or sale of this copyrighted report to any other parties is expressly prohibited. Client specifically gives permission to the Inspector to distribute the report per the Clients direction and to discuss report findings with any and all parties related to this transaction. Please note that the Inspector reserves the right to provide additional addendums, clarifications or modifications to the original inspection report. Any such addendums, clarifications or modifications shall be delivered to the Client no later than 48 hours from the time of the original inspection report. Oral opinions provided by the Inspector are partial in context and superseded by the written report and any addendums, clarifications or modifications forwarded to the client as agreed above.

Client Responsibilities: Client agrees to carefully read the entire inspection report and any and all addendums and to confer with all recommended specialists noted in the inspection report. Failure by the client to secure the services of recommended specialists is done so at the sole risk of the Client and the Inspector shall be hereby released from any and all claims for non-disclosure that may be related or consequential to deficiencies noted in the inspection report.

- 7.** It is the Clients responsibility to contact an insurance agent to confirm the property is fully insurable without reservation as the Inspector does not guarantee or certify the building and or property is insurable. It is the Clients responsibility to contact and secure the services and guidance of Legal counsel, counsel from a qualified real estate agent and counsel from contractors and repairmen in negotiating repair needs and/or satisfying that all deficiencies that exist on the property are repaired and/or negotiated to the Client satisfaction prior to closing.

Failure to seek appropriate guidance is the direct responsibility of the Client and the Inspector shall be fully released from any and all associated claims that may be charged against the Inspector as a result of the Clients failure to secure such guidance.

- 8. Enforceability:** If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in force between the parties. Any "typos" or misspelled words are considered just a "typo" and should be considered as intended.
- 9. Subrogation Clause:** The Client specifically waives all subrogation rights or interests that may be afforded to the seller, lenders, spouses, legal Partners, beneficiaries, insurance companies **or any other party that may hold an interest in the property or estate** inspected under this agreement. The Client specifically agrees to hold harmless, fully defend and satisfy any and all such claims that may arise against the Inspector out of the performance of the inspection and inspection report provided.
- 10. Claim Notice Procedure:** The Client understands and agrees that any claim(s) or complaint(s) arising out of or related to any alleged act(s) or omission(s) of the Inspector, in connection with the services provided, shall be reported to the Inspector in writing and in reasonable detail within ten (10) business days of discovery. Unless there is an emergency condition, the Client agrees to allow the Inspector without hindrance a reasonable period of time to investigate the claim(s) or complaint(s) by, and among other things, a re-inspection of the condition(s) or item(s), before the Client or anyone acting on behalf of the Client, repairs, replaces, alters, or modifies the system(s) or component(s) that are the subject matter of the claim or complaint. The Client understands and agrees that Clients failure to timely notify the Inspector and allow adequate time to investigate the conditions prior to any repairs or alterations as stated above, shall constitute a complete waiver and relinquishing of any and all claims that the Client (complainant) may have against the Inspector, as relating to the alleged act(s) or omission(s), unless otherwise prohibited by law. The Client agrees that no claim, demand, or action, whether sounding in contract or in tort, may be brought to recover damages against the Inspector **more than (90) calendar days after the date of the inspection report.**
- 11.** The Client hereby acknowledges that the Inspector is licensed by the state of Texas and is recognized in the industry and by the state of Texas as a Professional Inspector for the purposes of DTPA (Deceptive Trade Practice). The professional opinions of the Inspector provided in verbal or written format are considered professional opinions, therefore exempted from liability under DTPA section 17.49
- 12. Arbitration of Disputes:** All parties agree that if a dispute or claim arises from this agreement or the inspection performed by the Inspector and it cannot be amicably settled through direct communication, that any and all disputes shall be settled thru mediation under the guidelines set forth under Texas law. Both parties shall share equally in the cost of mediation. In the event mediation is unsuccessful, both parties voluntarily agree to binding arbitration by a single, conflict free, mutually agreeable arbitrator, and shall use the procedural rules, but not the administration of the American Arbitration Association per Construction Industry Arbitration. If the parties are unable to agree on the appointment of a mediator and/or arbitrator, either party, without waiving the right to enforce binding arbitration, may petition a court of general jurisdiction in Bexar County, Texas to appoint a mediator and/or arbitrator. Any arbitration proceeding shall be held in Bexar County, Texas. The Client and the Inspector shall share equally in the costs of the arbitrator, subject to the arbitrator's right to award such costs as provided below. **The Client expressly waives all rights to a trial by jury in lieu of mediation and/or arbitration to settle any and all claims.**
- 13. Fees and Costs associated with Disputes:** In the event the Client files a claim or initiates a mediation or arbitration proceeding against the Inspector or Pest Inspection Network, Inc. the Client agrees to pay any and all fees, including but not limited to: mediator or arbitrator fees, costs of expert witnesses, legal defense fees, deposition fees and any and all other such expenses incurred by the Inspector, if the Client is not the prevailing party in the dispute on **ALL** claims.

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LIMITATION OF LIABILITY

14. Client understands that this is not a technically exhaustive inspection. A **technically exhaustive inspection is available that involves the hiring of specialists in each area of the inspection process**. These inspections take approximately 1-2 weeks to schedule, **do not carry any limits of liability as noted in this Agreement** and are offered at a minimum starting fee of \$ **5,000.00 (Five thousand dollars)**.
15. Client understands that the inspection fee paid to the Inspector for a **NON-technically exhausting** inspection is nominal given the risk of liability associated with performing inspections if such liability could not be limited. Accordingly, **BY SIGNING BELOW IN PERSON OR BY DIGITAL PROXY OR BY RELYING ON THE REPORT IN ANY WAY, CLIENT AGREES** that the Inspector is not performing a technically exhaustive inspection and that the maximum liability incurred by the Inspector for any and all claims relating to damages or errors or omissions **SHALL BE LIMITED TO A REFUND OF THE ENTIRE FEE PAID TO THE INSPECTOR FOR THE INSPECTION**.
16. **This limitation applies to any and all damages sought by Client**, including actual, consequential, exemplary, special or incidental damages, attorney's fees, costs, and expenses. This limitation of liability is binding upon the Client's heirs, successors, assigns, and any other party claiming rights under this Agreement, including those claiming by, through, or under Client.
17. **Choice of Law:** This Agreement shall be construed, governed, and enforced in accordance with the laws of the State of Texas.
18. **Entire Agreement:** This Agreement represents the entire agreement between the Client and the Inspector and or Pest Inspection Network, Inc. No oral agreements, understandings, or representations shall change, modify, or amend any part of this Agreement. No changes or modifications to this Agreement shall be enforceable unless they are in writing and signed by both the Client and the Inspector including an authorized representative of Pest Inspection Network, Inc.
19. **Acceptance:** This Agreement is solely between the Inspector, Pest Inspection Network, Inc. and the Client for whom the inspection was performed. Due to the rapid pace that many real estate transactions occur at, it is not technically possible in some cases for Clients to always attend inspections. If the Client is not present during the inspection process, and/or fails to sign and return a fully executed copy of the last page of this Agreement prior to or at the time of inspection, the Clients acceptance of the Property Inspection Report constitutes an implied acceptance of this entire Agreement in full.

SERVICES PROVIDED

20. **Payment:** Payment of the above sums are due upon completion of the onsite inspection. In the event of any default in payment, unpaid sums shall bear interest at the lesser of the highest legal rate or 1.5% per month. All returned checks are subject to a \$50 returned check fee. Client shall be held responsible for all necessary collection fees including but not limited to legal fees, collection agencies etc. on any unpaid fees or returned checks.

The Client has read and understands the content, terms, and conditions of this Agreement, including, but not limited to, the limitations of liability, complaint procedures, arbitration clause, subrogation clause and limitation periods. The Client has the right to have this Agreement reviewed by an attorney of his/her choice prior to signing and the right to choose another Inspector if the terms and conditions of this Agreement are unsatisfactory.

The Client certifies to the Inspector to have the legal authority to enter this contract on behalf of a spouse, life partner and/or any other third party. The Client agrees to fully assume any and all obligations or legal liability to successfully defend the Inspector against any and all claims that may arise or be charged against the Inspector by such spouses, partners or other third parties that may have a legal interest in the property or this agreement.

21. I have read, agree with and **FULLY and COMPLETELY** understand the provisions of this disclaimer and that this inspection is not a warranty or guarantee. This inspection is essentially visual, it is not technically exhaustive, and it does not imply that every defect will be discovered. It is only a statement of opinion and/or condition as of and on this date. **BY SIGNING BELOW IN PERSON OR BY DIGITAL PROXY OR BY RELYING ON THE REPORT IN ANY WAY, CLIENT AGREES** that the Inspector is not performing a technically exhaustive inspection and that the maximum liability incurred by the Inspector for any and all claims relating to damages or errors or omissions **SHALL BE LIMITED TO A REFUND OF THE ENTIRE FEE PAID TO THE INSPECTOR FOR THE INSPECTION**.

Client Printed Name: _____

Client Signature: _____

Date: _____

Email: _____

TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

Rule §7.176 Requires this department prescribed form to be used for real estate transactions in Texas regarding the visible presence or absence of wood destroying insects and conditions conducive to infestations of wood destroying insects.

Inspected Address

City

Zip Code

SCOPE OF INSPECTION

- A. This inspection covers only the multi-family structure, primary dwelling or place of business. Sheds, detached garages, lean-tos, fences, guest houses or any other structure will not be included in this inspection report unless specifically noted in Section 5 of this report.
- B. This inspection is limited to those parts of the structure(s) that are visible and accessible at the time of the inspection. Examples of inaccessible areas include but are not limited to (1) areas concealed by wall coverings, furniture, equipment and stored articles and (2) any portion of the structure in which inspection would necessitate removing or defacing any part of the structure(s) (including the surface appearance of the structure). **Inspection does not cover any condition or damage which was not visible in or on the structure(s) at time of inspection but which may be revealed in the course of repair or replacement work.**
- C. Due to the characteristics and behavior of various wood destroying insects, it may not always be possible to determine the presence of infestation without defacing or removing parts of the structure being inspected. Previous damage to trim, wall surface, etc., is frequently repaired prior to the inspection with putty, spackling, tape or other decorative devices. Damage that has been concealed or repaired may not be visible except by defacing the surface appearance. **The WDI inspecting company cannot guarantee or determine that work performed by a previous pest control company, as indicated by visual evidence of previous treatment; has rendered the pest(s) inactive.**
- D. If visible evidence of active or previous infestation of listed wood destroying insects is reported, it should be assumed that some degree of damage is present.
- E. If visible evidence is reported, it does not imply that damage should be repaired or replaced. Inspectors of the inspection company usually are not engineers or builders qualified to give an opinion regarding the degree of structural damage. Evaluation of damage and any corrective action should be performed by a qualified expert.
- F. **THIS IS NOT A STRUCTURAL DAMAGE REPORT OR A WARRANTY AS TO THE ABSENCE OF WOOD DESTROYING INSECTS.**
- G. If termite treatment (including pesticides, baits or other methods) has been recommended, the treating company must provide a diagram of the structure(s) inspected and proposed for treatment, label of pesticides to be used and complete details of warranty (if any). The warranty should specify which areas of the structure(s) are covered by warranty, renewal options and approval by a certified applicator in the termite category. Information regarding treatment and any warranties should be provided by the party contracting for such services to any prospective buyers of the property. The inspecting company has no duty to provide such information to any person other than the contracting party.
- H. There are a variety of termite control options offered by pest control companies. These options will vary in cost, efficacy, areas treated, warranties, treatment techniques and renewal options.
- I. There are some specific guidelines as to when it is appropriate for corrective treatment to be recommended. Corrective treatment may only be recommended if (1) there is visible evidence of an active infestation in or on the structure, (2) there is visible evidence of a previous infestation with no evidence of a prior treatment.
- J. If treatment is recommended based solely on the presence of conducive conditions, a preventive treatment or correction of conducive conditions may be recommended. The buyer and seller should be aware that there may be a variety of different strategies to correct the conducive condition(s). These corrective measures can vary greatly in cost and effectiveness and may or may not require the services of a licensed pest control operator. There may be instances where the inspector will recommend correction of the conducive conditions by either mechanical alteration or cultural changes. Mechanical alteration may be in some instances the most economical method to correct conducive conditions. If this inspection report recommends any type of treatment and you have any questions about this, you may contact the inspector involved, another licensed pest control operator for a second opinion, and/or the Structural Pest Control Service of the Texas Department of Agriculture.

Inspected Address _____ City _____ Zip Code _____

1A. _____ 1B. _____
Name of Inspection Company SPCS Business License Number

1C. _____
Address of Inspection Company City State Zip Telephone No.

1D. _____ 1.E _____
Name of Inspector (Please Print) Inspector Phone Certified Applicator (check one)
Technician

1F. _____
Inspection Date

2. _____ Seller Agent Buyer Management Co. Other
Name of Person Purchasing Inspection

3. _____
Owner/Seller

4.REPORT FORWARDED TO: Title Company or Mortgagee Purchaser of Service Seller Agent Buyer
(Under the Structural Pest Control regulations only the purchaser of the service is required to receive a copy)

The structure(s) listed below were inspected in accordance with the official inspection procedures adopted by the Texas Department of Agriculture Structural Pest Control Service. This report is made subject to the conditions listed under the Scope of Inspection. A diagram must be attached including all structures inspected.

5A. _____
List structure(s) inspected that may include residence, detached garages and other structures on the property. (Refer to Part A, Scope of Inspection)

5B. Type of Construction:
Foundation: Slab Pier & Beam Pier Type: _____ Basement Other: _____
Siding: Wood Hardie Plank Brick Stone Stucco Other: _____
Roof: Composition Wood Shingle Metal Tile Other: _____

6A.This company has treated or is treating the structure for the following wood destroying insects: _____
If treating for subterranean termites, the treatment was: Partial Spot Bait Other
If treating for drywood termites or related insects, the treatment was: Full Limited

6B. _____
Date of Treatment by Inspecting Company Common Name of Insect Name of Pesticide, Bait or Other Method

This company has a contract or warranty in effect for control of the following wood destroying insects:
Yes No List Insects: _____
If "Yes", copy(ies) of warranty and treatment diagram must be attached.

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in the purchase or sale of this property. I do further state that neither I nor the company for which I am acting is associated in any way with any party to this real estate transaction.

Signatures:
7A. _____
Inspector (Technician or Certified Applicator Name and License Number)

Others Present:
7B. _____
Apprentices, Technicians, or Certified Applicators Name(s) and Registration/License Number(s)

Notice of Inspection Was Posted At or Near:
8A. Electric Breaker Box 8B. Date Posted: _____
Water Heater Closet
Beneath the Kitchen Sink

9A.Were any areas of the property obstructed or inaccessible? Yes No
(Refer to Part B & C, Scope of Inspection) If "Yes" specify in 9B.

9B.The obstructed or inaccessible areas include but are not limited to the following:
Attic Insulated area of attic Plumbing Areas Planter box abutting structure
Deck Sub Floors Slab Joints Crawl Space
Soil Grade Too High Heavy Foliage Eaves Weepholes
Other Specify: _____

10A.Conditions conducive to wood destroying insect infestation: Yes No
(Refer to Part J, Scope of Inspection) If "Yes" specify in 10B.

10B.Conducive Conditions include but are not limited to:
Debris under or around structure (K) Wood to Ground Contact (G) Formboards left in place (I) Excessive Moisture (J)
Planter box abutting structure (O) Footing too low or soil line too high (L) Wood Rot (M) Heavy Foliage (N)
Insufficient ventilation (T) Wood Pile in Contact with Structure (Q) Wooden Fence in Contact with the Structure (R)
Other (C) Specify: _____

Inspected Address

City

Zip Code

11. Inspection Reveals Visible Evidence in or on the structure:

11A.Subterranean Termites

11B.Drywood Termites

11C Formosan Termites

11D.Carpenter Ants

11E .Other Wood Destroying Insects

Active Infestation

Yes No

Yes No

Yes No

Yes No

Yes No

Previous Infestation

Yes No

Yes No

Yes No

Yes No

Yes No

Previous Treatment

Yes No

Yes No

Yes No

Yes No

Yes No

Specify: _____

11F.Explanation of signs of previous treatment (including pesticides, baits, existing treatment stickers or other methods) identified: _____

11G.Visible evidence of: _____ has been observed in the following areas: _____

If there is visible evidence of active or previous infestation, it must be noted. The type of insect(s) must be listed in the first blank and all identified infested areas of the property inspected must be noted in the second blank. (Refer to Part D, E & F, Scope of Inspection)

12A. Corrective treatment recommended for active infestation or evidence of previous infestation with no prior treatment as identified in Section 11. (Refer to Part G, H, and I, Scope of Inspection) Yes No

12B. A preventive treatment and/or correction of conducive conditions as identified in 10A & 10B is recommended as follows: Yes No

Specify reason: _____

Refer to Scope of Inspection Part J

Diagram of Structure(s) Inspected

The inspector must draw a diagram including approximate perimeter measurements and indicate active or previous infestation and type of insect by using the following codes: E- Evidence of Infestation, A-Active; P-Previous; D-Drywood Termites; S-Subterranean Termites; F-Formosan Termites; C-Conducive Conditions; B-Wood Boring Beetles; H- Carpenter Ants; Other(s) – Specify _____

Additional Comments _____

Inspected Address _____

City _____

Zip Code _____

Statement of Purchaser

I have received the original or a legible copy of this form. I have read and understand any recommendations made. I have also read and understand the "Scope of Inspection." I understand that my inspector may provide additional information as an addendum to this report.

If additional information is attached, list number of pages: _____

Signature of Purchaser of Property or their Designee _____

Date _____

Customer or Designee Not Present

Buyer's Initials _____