

HOME INSPECTION AGREEMENT

BPG Inspection Services

4300 Alexander Drive, Suite 200, Alpharetta, GA 30022

PROPERTY TO BE INSPECTED Customer: Bailey Furgeson Address: 1707 Gano Street City, State, Zip: Houston, TX 77009 Date Inspected: 6/11/2018	INSPECTOR & FEE Inspector: Steve Fusselman License: TREC 10405 Inspection Fee: 585.00 (Inspection Fee includes inspection and any additional products and services. Pricing is subject to change.)
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SCOPE OF THE INSPECTION & THE REPORT

BPG Inspection LLC (BPG / We) have agreed to enter into this Home Inspection Agreement (Agreement) because the above named Client (Client / You) has asked for BPG to perform a home inspection at the above Inspection Address. BPG will agree to perform an impartial, non-invasive, visual examination of specific systems, structures, and components of buildings located on the subject property, as they exist at the time of the inspection. Our inspection will be limited to those specific installed systems, structures and components that are readily accessible and visually observable. We will only operate components and systems with normal user controls and as conditions permit. We will not dismantle any component or system. Not all conditions may be apparent on the inspection date due to weather, inoperable systems, inaccessibility of areas, etc. A defect that was apparent on any date prior to the inspection date may not be apparent on the inspection date. Unless we agree otherwise, we will only inspect the primary building, and its associated parking structure. We will provide you a written inspection report that describes the material defects and deficiencies observed during the inspection. This report will be an opinion of the inspector and opinions may vary amongst professionals. Our inspector may offer verbal comments as a courtesy, but these comments will not comprise or amend the written report.

Unless we agree otherwise, we will perform the inspection, and issue the report, in accordance with the mandatory parts of the current Standards of Practice of the Texas Real Estate Commission ("the TREC Standards") and subject to the Definitions, Scope, Limitations, Exceptions and Exclusions in the TREC Standards. Terms in this Agreement have the same meaning as defined terms in the TREC Standards. The TREC Standards are available from our inspector and by visiting the Texas Real Estate Commission web site. Client understands that that the Texas Real Estate Commission is not a party to this Agreement and that it has no control or supervision over BPG or our Inspector.

In part; the TREC Standards exclude from a real estate inspection the performance of environmental inspections, engineering inspections and/or code compliance inspections. You understand the inspector cannot speculate regarding the presence or absence of concealed conditions, latent defects or the future performance of the systems, structures and components at the property. Except as described below, we will not be inspecting for the presence of mold, mildew, radon, asbestos, lead paint, formaldehyde, pests, termites (WDO), water softening systems, security systems, telephone and cable systems, swimming pools and spas, underground or concealed pipes, sewer lines, septic systems, electrical lines and circuits, vacuum systems and/or in any inaccessible, concealed, or dangerous areas of the property. BPG will offer no assurance of the future occurrence of roof leaks or of a dry basement or crawl space and that double or triple pane glazing seals in windows are intact. We are not responsible for testing, discovering or reporting drywall that was manufactured in China.

Please review the full content of the above standards prior to accepting the terms of this Agreement and prior to relying on the inspection report. Inspections performed to these standards are not technically exhaustive. BPG does not offer technically exhaustive inspections. We may amend the report within twenty-four (24) hours after completing the inspection. BPG may offer additional inspection services for additional fees depending on the property location. These services may include radon testing, termite (WDO) inspections, and others. Please call our office at 800-285-3001 to inquire about the available additional services in your area. You will receive an order confirmation detailing the additional ordered services prior to the inspection. You or your representative must digitally sign your acceptance of this agreement prior to relying on the contents of your inspection report.

USE OF THE INSPECTION AND REPORT

It is the responsibility of the Client to review the whole of the inspection report and to utilize appropriate professionals, specialists, or contractors to address the recommendations made by the Inspector. We accept no responsibility for use or misinterpretation of the inspection report by third parties. These secondary investigations may lead to the discovery of additional deficiencies, consequential damages, and additional repair costs which is why all investigations should be conducted during your discovery period & prior to the purchase of the home. We further recommend that every client conduct a walk-through before closing on any property inspected by BPG. Deficiencies and costs identified by secondary investigations and/or at the walkthrough should be considered by the consumer prior to purchasing the property and are not the responsibility of BPG.

LIMITATIONS ON LIABILITY

IF YOU DISCOVER A DEFECT FOR WHICH WE MAY BE LIABLE TO YOU, YOU MUST PROMPTLY NOTIFY US, BUT IN ALL CASES WITHIN 14 DAYS OF DISCOVERY, AND GIVE US A REASONABLE OPPORTUNITY TO RE-INSPECT THE PROPERTY BEFORE YOU REPAIR THE DEFECT. YOUR NOTICE MUST BE IN WRITING, INCLUDE A SIGNED COPY OF THIS AGREEMENT, AND BE MAILED TO:

Client Relations Department
Buyers Protection Group
4300 Alexander Drive, Suite 200, Alpharetta, GA 30022
Toll-free Telephone: 1-800-285-3001

IN THE EVENT OF AN EMERGENCY, NOTIFICATION BY PHONE MAY BE ACCEPTED. YOU SHOULD SHUT OFF THE SYSTEM OR APPLIANCE IN QUESTION TO PREVENT FURTHER DAMAGE.

FAILURE TO COMPLY WITH THE ABOVE NOTICE TIMELINES AND/OR REPAIRING THE DEFECT PRIOR TO NOTIFICATION WILL RELEASE BPG AND ITS AGENTS FROM ANY AND ALL OBLIGATIONS OR LIABILITY OF ANY KIND.

BPG'S LIABILITY TO YOU FOR CLAIMS ARISING FROM OR RELATED IN ANY WAY TO OUR INSPECTION OR OUR REPORT, INCLUDING, WITHOUT LIMITATION, ERRORS AND OMISSIONS IN THE INSPECTION AND/OR REPORT, WHETHER SOUNDING IN TORT (EVEN IF DUE TO OUR NEGLIGENCE OR OTHER FAULT), CONTRACT OR OTHERWISE, WILL NOT BE MORE THAN THE LESSER OF ACTUAL DAMAGES OR THE INSPECTION FEE. CLIENT WAIVES ANY CLAIM FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES OR FOR THE LOSS OF THE USE OF THE PROPERTY.

YOU MAY NOT FILE A LEGAL ACTION, WHETHER SOUNDING IN TORT (EVEN IF DUE TO OUR NEGLIGENCE OR OTHER FAULT), CONTRACT, ARBITRATION OR OTHERWISE, AGAINST US OR OUR EMPLOYEES MORE THAN ONE YEAR AFTER THE INSPECTION, EVEN IF YOU DO NOT DISCOVER A DEFECT UNTIL AFTER THAT. THIS TIME LIMIT MAY BE SHORTER THAN THE LAW OTHERWISE PROVIDES. IF YOU ELECT TO PURSUE A LEGAL ACTION AGAINST BPG AND/OR ITS AGENTS IN A COURT OF LAW AND YOU DO NOT PREVAIL, CLIENT AGREES TO PAY HALF OF BPG'S LEGAL COSTS, EXPENSES AND FEES IN DEFENDING SAID CLAIM.

DISPUTE RESOLUTION / MANDATORY ARBITRATION

This provision constitutes an agreement to arbitrate disputes on an individual basis. Any party may bring an individual action in small claims court instead of pursuing arbitration.

Any claim, dispute or controversy, regarding any contract, tort statute, or otherwise ("Claim"), arising out of or relating to this Agreement, any service provided pursuant to this agreement, its issuance, a breach of any agreement provision, any controversy or claim arising out of the transaction giving rise to this agreement, or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of AAA Rules and forms can be located at www.adr.org.

The arbitration will take place in the same county in which the property covered by this agreement is located. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. By entering into this Agreement the parties acknowledge that they are giving up the right to a jury trial, and the right to participate in any class action, private attorney general action, or other representative or consolidated action, including any class arbitration or consolidated arbitration proceeding. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award: any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." This arbitration agreement will survive the termination of this agreement. As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.

CLASS ACTION WAIVER

Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

ADDITIONAL COVERAGE

It should be clearly understood that a home inspection is not an opinion regarding the advisability or inadvisability of purchasing the property, a guaranty of future use, operability, habitability or suitability of the property or its components, or is to be confused with an appraisal, a building code inspection, a home warranty, a homeowner's insurance policy or a guarantee of any kind of the property. Any and all warranties, express or implied, including warranties of merchantability and fitness for particular purposes, are expressly excluded to the fullest extent allowed by law. If you desire warranty-based coverage, please contact Fidelity Home Warranty Company at 800-308-1420 for prices and availability of a warranty contract. BPG includes a courtesy 90 Day Inspection Guarantee on fully functional major components with our residential inspections. The complete explanation of the 90 Day Inspection Guarantee, and its limitations, is available on our website and will be provided with your inspection report.

CONFLICT OF INTEREST DISCLOSURE AND STATEMENT OF COMMITMENT

A portion of our business may be based on relationships with our affiliates and other professions - real estate sales professionals, lawyers, lenders, vendors, etc., and our reports sometimes conflict with the business interests of these parties. Our reports are intended to accurately reflect our impartial professional opinion, without exception.

CANCELLATION POLICY AND PAYMENT POLICY

You, the above-named Client, are responsible for the payment of the inspection fee when the inspection is performed and prior to your review of the inspection report. This fee is based on a single visit to the property. To cancel an Inspection you must contact our office at 800-285-3001 at least 30 minutes prior to the start time of the inspection. Properties or portions thereof that are unable to be visually inspected on the inspection date may be subject to a re-inspection fee if a second visit to the property is requested by the Client. BPG will not release the inspection report without receiving payment unless prior written agreement is reached. The Client may not waive their responsibility to pay for the inspection by refusing to accept the inspection report. Should you fail to pay the inspection fee in a timely manner you shall also be responsible for paying any and all fees associated with collection of the inspection fee. This includes, but is not limited to, administration costs, attorney's fees and the cost of litigation.

AGENT REPRESENTATION

We understand that clients are often represented by an Agent (Realtor / Attorney / etc.). When we are provided contact information for an Agent who is representing the Client it is understood that this Agent has the authority to act on the Client's behalf. BPG will send a copy of the inspection report to the Client's Agent, unless explicit instruction is given to the contrary. The Client's Agent will also be permitted to enter into this Agreement on behalf of you, the Client. If your Agent scheduled your inspection; it is your responsibility to verify the accuracy of the order.

CONFIDENTIALITY

This Agreement and the inspection report are for the sole benefit of the named Client. This report is not intended to benefit any third party; including but not limited to; the seller of the property or the real estate agents; unless those individuals are named as the Client. If you directly or indirectly allow others to use or benefit from the inspection report you agree to indemnify, hold harmless and defend BPG from any and all claims or causes of action brought by a third party.

THIRD PARTY SERVICE PROVIDER

In some areas, we provide our customers with complimentary move-in coordination services performed through a third party service provider (TPSP). This TPSP pays us a fee for this service. As part of this arrangement, you (a) authorize your inspector to provide your contact information (including telephone number) to the TPSP, (b) waive and release any restrictions that may prevent the TPSP from contacting you (including by telephone) and (c) authorize the TPSP to contact you regarding special home offers. If you do not wish to be contacted by this TPSP please call 1-800-285-3001.

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ENTIRE AGREEMENT & SEVERABILITY

This Agreement contains the entire agreement between parties and supersedes any and all prior agreements and understandings; express or implied. If any provisions of this Agreement shall, for any reason, be adjudged to be void, invalid or unenforceable by a court of law, the remainder of this Agreement shall continue and remain in full force and effect. No amendment, wavier or discharge of any provision of this Agreement shall be effective against any party unless that party shall have consented thereto in writing. This is NOT a contract of adhesion. If you desire a change to the language of this document you must contact our Client Relations Department no less than 24 hours before the start of your inspection to allow time for a review of your request.

By signing below, you acknowledge that you have carefully read the entirety of this Agreement including any limitations of liability and agree to the terms herein. Date/Time is Eastern Timezone.

You: Bailey Ferguson (Client)
Printed Name

x Bailey Ferguson
Signature

x 06/12/2018 12:04 A
Date