



712 N. Lucas, Grapevine, Texas 76051

TREC license #

ogletreehi.com

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(214) 287-4630

### Pool and/or Spa Inspection Agreement

1. This is an agreement between you, the undersigned Client, and Ogletree Inspection Services, pertaining to our inspection of the property at \_\_\_\_\_. It attaches to the Basic Home Inspection agreement, and is subject to Limitations of Liability and other restrictions therein. The terms below also govern this Agreement.

2. You will pay us \$\_\_\_\_\_ for our inspection of the Swimming Pool and/or Spa and related equipment.

3. We will inspect the covered systems in accordance with the Texas Real Estate Commission's Standards of Practices §535.231 (TREC SoP), a copy of which is available from your Inspector or at [www.ogletreehi.com](http://www.ogletreehi.com). This will be a limited, visual inspection of only those systems referred to directly in the TREC SoP, and present and operable on the day of the inspection. It is not presented as or intended to be an exhaustive inspection, and may not reveal certain defects, including but not limited to those unobservable (i.e. underground or otherwise inaccessible) or not manifest during the course of the inspection. Due to variances in specific municipal codes, this inspection does not address specific details of local code.

4. We will provide you with a written report summarizing our inspection, which is for your use only, and to which you will be the sole owner with all rights. You permit us to discuss observations with real estate agents, owners, repair persons, or other interested parties. We are not responsible 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 us (including employees and business entities) from any liability whatsoever. Our report is in no way a guarantee or warranty, express or implied, regarding the systems inspected. We disclaim all warranties, express or implied, to the fullest extent the law allows.

**5. You agree that in all cases our liability shall be limited to liquidated damages in an amount not greater than the fee you paid for this inspection. You waive any claim for consequential, exemplary, special or incidental damages. You acknowledge that the liquidated damages are not a penalty, but that we intend them to (i) reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed upon fee.**

6. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of the basis for your claim within seven days of discovery; and (2) immediate access to the systems inspected. Failure to comply with these conditions releases us from liability.

7. You agree that any litigation arising out of this Agreement shall be filed only in Tarrant County, Texas. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and fees incurred in defending that claim. You waive trial by jury.

8. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms or promises other than those set forth herein. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and those that acquire their interests in this Agreement. You will have no cause of action against us after one year from the date of the inspection.

9. You will pay the inspection fee when we complete the inspection. You agree to pay all costs and attorney's fees incurred in collecting the fee owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.

10. If a court finds any term of this Agreement ambiguous or that it otherwise requires judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this Agreement.

11. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

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Signature

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Date:

Printed Name: \_\_\_\_\_