



2021 - 2022

# Contract for Services to Inspect a Recreational Vehicle



The following is a legally binding contract between:

THE COMPANY: Happy Haus Services, LLC

DBA: Happy Haus Mobile RV Services

Address 1: 2109 Pecan Leaf

Address 2: New Braunfels, TX 78130

Phone: (830) 730-0505

THE CLIENT:

Address 1:

Address 2:

Email Address:

Phone:

**As this is a legally binding contract, Happy Haus Services, LLC. recommends you read carefully before accepting the provisions and restrictions. You are within your rights to have your attorney review if you wish. This contract contains a binding arbitration provision. PRINT THIS CONTRACT FOR YOUR RECORDS. This contract is not transferrable or assignable.**

The identifying information for the Recreational Vehicle (RV) to be inspected under this contract is as follows:

Vehicle Identification Number (VIN): \_\_\_\_\_

Year, Make, & Model: \_\_\_\_\_

Type & Length: \_\_\_\_\_

State & Location where the RV Inspection will take place: \_\_\_\_\_

Type of Inspection: \_\_\_\_\_ Premier \_\_\_\_\_ Standard

Fee for this Recreational Vehicle Inspection is \$ \_\_\_\_\_.

Happy Haus Mobile RV Services acknowledge receipt of a payment of \$ \_\_\_\_\_ from CLIENT.

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Happy Haus Mobile RV Services (hereinafter "RV INSPECTOR") and the undersigned ("CLIENT"), collectively referred to herein as "THE PARTIES." THE PARTIES understand and voluntarily agree as follows:

1. RV INSPECTOR agrees to perform a limited, non-invasive visual inspection of the Recreational Vehicle and to provide CLIENT with a written report identifying the defects that RV INSPECTOR both observed and deemed material. RV INSPECTOR may offer comments as a courtesy, but these



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comments will not comprise the bargained-for report. The report is only supplementary to the seller's disclosure.

2. Unless otherwise inconsistent with this Agreement or not possible, RV INSPECTOR agrees to perform the inspection in accordance with the current Standards of Practice and Code of Ethics of the National RV Inspectors Association ("NRVIA") posted at <http://www.nrvia.org>. Although RV INSPECTOR agrees to follow NRVIA's Standards of Practice and Code of Ethics, CLIENT understands that these standards contain limitations, exceptions, and exclusions. CLIENT understands that NRVIA is not a party to this Agreement and has no control over RV INSPECTOR or representations made by RV INSPECTOR and does not supervise RV INSPECTOR. Unless otherwise indicated below, CLIENT understands that RV INSPECTOR will not be testing for the presence of radon – a colorless, odorless, radioactive gas that may be harmful to humans. CLIENT understands that RV INSPECTOR will not test for compliance with applicable building codes or for the presence of potential dangers arising from asbestos, lead paint, formaldehyde, molds, contaminations, and other environmental hazards or violations.
3. The inspection and report are for the use of CLIENT only. RV INSPECTOR shall be the sole owner of the report and all rights to it. RV INSPECTOR accepts no responsibility for the use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release RV INSPECTOR (including employees and business entities) from any liability whatsoever. Any third parties who rely on the report in any way also agree to all provisions in this Agreement. RV INSPECTOR's inspection of the RV and the report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability, or suitability of the RV or its components. All warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded. CLIENT understands that RV structures have unique characteristics that make it impossible for the RV INSPECTOR to inspect and evaluate them by an exterior visual inspection. Therefore, the scope of the inspection to be performed pursuant to this Agreement does not include any inspection of decay or hidden defects of the interior of the floor, walls, roofs, and other areas that are not accessible.
4. RV INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of RV INSPECTOR, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of RV INSPECTOR's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the RV INSPECTOR, and this liability shall be exclusive. CLIENT waives any claim for consequential, exemplary, special, or incidental damages or for the loss of the use of RV even if the CLIENT has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i.) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii.) to allocate risk among the RV INSPECTOR and CLIENT; and (iii.) to enable the RV INSPECTOR to perform the inspection at the stated fee.
5. RV INSPECTOR does not perform automotive, engineering, architectural, plumbing, or any other job function requiring an occupational license or certifications in the jurisdiction where the inspection is taking place.
6. In the event of a claim against RV INSPECTOR, CLIENT agrees to supply RV INSPECTOR with the following: (i.) written notification of adverse conditions within 14 days of discovery; and (ii.) access to



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the vehicle. Failure to comply with the above conditions will release RV INSPECTOR and its agendas from any and all obligations or liability of any kind.

7. Dispute Resolution; Binding Arbitration: Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from, or related to the inspection and inspection report shall be submitted for final and binding arbitration under the Rules and Procedures of the American Arbitration Association. CLIENT agrees to pay all required filing fees. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any course of competent jurisdiction.
8. This Contract, along with any addenda attached hereto constitute the entire agreement of the parties and no oral or written statements made at or prior to the execution of this Contract shall be binding upon the parties. There are no representations or warranties, express or implied, by Contractor except those contained in this Contract. This Contract cannot be modified or amended except by written agreement signed by the parties. If any Court or Arbitrator declares any provision of this Contract to be void and unenforceable, then only that provision shall be unenforceable, with the remainder of the agreement remaining valid and enforceable.
9. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this contract shall remain in full force and effect. This agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement and there are no terms or conditions other than those set forth herein. No statement or promise of RV INSPECTOR or its agents shall be binding unless reduced to writing and signed by RV INSPECTOR. No change shall be enforceable against any party unless it is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the PARTIES and their heirs, executors, administrators, successors, and assignees. CLIENT shall have no cause of action against RV INSPECTOR after one year from the date of the inspection.
10. Payment of the fee to RV INSPECTOR is due prior to the start of the on-site recreational vehicle inspection. The CLIENT agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If CLIENT is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guarantee payment of the fee by the entity.
11. If CLIENT requests a re-inspection, said re-inspection will be limited to inspecting areas addressed subsequent to the initial inspection and which were identified as problematic or potentially problematic by the RV INSPECTOR.. This re-inspection will be conducted at 25% of the original fee, plus applicable mileage, and is also subject to all the terms and conditions set forth in this agreement.
12. This Agreement is not transferable or assignable.
13. This Agreement is governed by the laws of Guadalupe County in the State of Texas.
14. The PARTIES acknowledge that each of them has had ample opportunity for their own counsel to participate in negotiating and drafting this Agreement. Therefore, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party.



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CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

For Happy Haus Mobile RV Services

CLIENT or REPRESENTATIVE

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date