



TexInspec

**Home and Termite Inspections
Full Service Pest Control**

817-265-5452 972-231-1945

Prepared This Home Inspection Report Exclusively For:

Happy Homeowner

1234 Sunshine Street

Pleasantville, TX 76111

PROPERTY INSPECTION REPORT

Prepared For: Happy Homeowner
(Name of Client)

Concerning: 1234 Sunshine Street
(Address of Inspected Property)

Pleasantville, TX 76111
(City, State, Zip)

September 19, 2009
(Date)

By: Jonathan S. Crow #6461
(Name and License Number of Inspector)

(Other Identification: Report Number)

Michael D. Crow #1525
(Name, and License Number of Sponsoring Inspector, if required)

1234567
(TexInspec Report #)

(Continued from page 2)

Property conditions change with time and use. For example, mechanical devices can fail at any time, plumbing gaskets and seals may crack if the appliance or plumbing fixture is not used often, roof leaks can occur at any time regardless of the apparent condition of the roof, and the performance of the structure and the systems may change due to changes in use or occupancy, effects of weather, etc. These **changes or repairs made to the structure after the inspection may render information contained herein obsolete or invalid.** This report is provided for the specific benefit of the client named above and is based on observations at the time of the inspection. If you did not hire the inspector yourself, reliance on this report may provide incomplete or outdated information. Repairs, professional opinions or additional inspection reports may affect the meaning of the information in this report. It is recommended that you hire a licensed inspector to perform an inspection to meet your specific needs and to provide you with current information concerning this property.

ADDITIONAL INFORMATION PROVIDED BY INSPECTOR

- This report is received in agreement with the buyer's acceptance of the Real Estate Inspection Agreement (including the box labeled "DISCLAIMER OF WARRANTIES"). The Client understands and agrees the Real Estate Inspection Agreement is a part of the Inspection Report and acceptance of or payment for the Inspection Report by the Client will confirm this Agreement, even if the client was not present at the inspection and/or has not signed this Agreement.
- Client has 7 (seven) days to submit written objection to the terms of the agreement otherwise, client is bound by the Agreement and Terms and Conditions of the Report, if not previously signed/accepted.
- Paint, Floor Coverings, and other Cosmetic Items are SPECIFICALLY EXCLUDED from this report.
- Buyer has received a notebook of useful information.
- TexInspec may have an affiliation with third party service providers ("TPSP") in order to offer value-added services to its Clients. By signing this agreement you authorize our third party service providers to call you at the numbers you have provided to discuss special service offers. Compensation may be received from outside companies for services/information provided by TexInspec pertaining to this inspection, unless otherwise requested in writing.
- Buyer has received a Home Inspection Information Sheet.
- This report cannot and does not represent the operation or condition of any items after the date and time of this inspection.
- These items should not be considered a complete list of all defects with the house. This list is Limited to those items that are *Readily Accessible* and the inspector(s) noted at the time of the inspection.
- This inspection does not include a mold test unless specifically requested. If indications of water penetration are known, such as notes of water penetration on this report or seller's disclosure or any visible water stains, recommend a mold inspection/test be considered.
- Some area utility companies may pressure test the gas line prior to turning on the utilities. Pressure testing the line is beyond the scope of this inspection and may find gas line leaks not noted at the time of inspection. Recommend contacting the local gas company regarding start up procedure prior to closing on the property and having the line pressure checked by them if available.
- With the termite inspection you automatically receive three FREE months of our Termite and Carpenter Ant Warranty for a small filing fee of \$2.79. After the Free 3 months of receiving this protection for free, we will automatically charge you the lowest monthly price that we offer for our termite warranty of only \$12.97 per month, billed quarterly, beginning on the fourth month.

(Date) Saturday, September 19, 2009 Customer Signature: X

Thank You!

INVOICE

<input checked="" type="checkbox"/> Residential Inspection	\$217.00	<input checked="" type="checkbox"/> Sprinkler Inspection	\$25.00
<input checked="" type="checkbox"/> W.D.I. Inspection	\$74.83	<input type="checkbox"/> Sewer Cam Inspection	\$0.00
<input type="checkbox"/> Gas Line Leak Check	\$0.00	<input checked="" type="checkbox"/> Sales Tax	\$6.17
<input type="checkbox"/> Swimming Pool	\$0.00	<input checked="" type="checkbox"/> Termite Warranty - Filing Fee	\$2.79

Total \$ 325.79

Method of Payment	<input type="checkbox"/> Credit Card	Card #:	Expiration Date:
<input type="checkbox"/> Check #	<input type="checkbox"/> Cash	Name on Card:	Zip code:
			Security Code:

I = Inspected NI = Not Inspected NP = Not Present D = Deficiency

I	NI	NP	D	Inspection Item
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	H. Windows - Comments: <input type="checkbox"/> See the note(s) under the <i>Structural</i> section of the Addendum page(s). NOTES: SIGNS OF LOST SEALS IN THE THERMAL PANE WINDOWS MAY APPEAR AND DISAPPEAR AS TEMPERATURE/HUMIDITY CHANGES. SOME WINDOWS WITH LOST SEALS MAY NOT BE EVIDENT AT THE TIME OF THE INSPECTION. WINDOWS ONLY CHECKED FOR OBVIOUS FOGGING. IF SOME LOST SEALS WERE NOTED, RECOMMEND ALL WINDOWS BE CHECKED BY A SPECIALIST FOR FURTHER LOST SEALS. STORM WINDOWS ONLY CHECKED FOR DAMAGED OR MISSING GLASS. RECOMMEND LOCAL MUNICIPALITIES BE CONSULTED FOR FURTHER INFORMATION CONCERNING THE USE AND SAFETY REQUIREMENTS SUGGESTED FOR THE USE OF BURGLAR BARS.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	I. Stairways (Interior & Exterior) - Comments: <input type="checkbox"/> See the note(s) under the <i>Structural</i> section of the Addendum page(s).
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	J. Fireplace/Chimney - Comments: <input checked="" type="checkbox"/> See the note(s) under the <i>Structural</i> section of the Addendum page(s). Number of Fireplaces: <u>ONE</u> Type: <input checked="" type="checkbox"/> Metal Box & Flue(s) <input type="checkbox"/> Masonry(s)/Brick <input type="checkbox"/> Wood Stove <input type="checkbox"/> Other <input type="checkbox"/> No cap is present on the flue. A cap may not be required for masonry flue. <input type="checkbox"/> This fireplace is intended for radiant heat or gas logs only. NOTE: UNABLE TO CHECK RECESSED GAS VALVE(S) FOR LEAKS. RECOMMEND FIREPLACES WITH GAS LOGS HAVE A POSITIVE STOP TO ENSURE PROPER VENTILATION.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	K. Porches, Balconies, Decks, and Carports - Comments: <input type="checkbox"/> See the note(s) under the <i>Structural</i> section of the Addendum page(s). <input type="checkbox"/> I <input type="checkbox"/> NI <input checked="" type="checkbox"/> NP <input type="checkbox"/> D Wood deck location: <u>None</u> NOTE: ONLY THE PORCHES, DECKS OR BALCONIES ATTACHED AND/OR ABUTTED TO THE STRUCTURE AND ARE USED FOR INGRESS AND EGRESS ARE INSPECTED. PORCHES, WALKS AND DRIVEWAYS ARE ONLY INSPECTED AS THEY RELATE TO INDICATIONS OF FOUNDATION MOVEMENT.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	L. Other - Comments: <input type="checkbox"/> See the note(s) under the <i>Structural</i> section of the Addendum page(s). NOTE: CABINETS AND COUNTERTOPS ARE NOT INSPECTED.
II. ELECTRICAL SYSTEMS				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	A. Service Entrance and Panels - Comments: Amps: 200 Volts: 120/240 <input type="checkbox"/> See the note(s) under the <i>Electrical</i> section of the Addendum page(s). <input checked="" type="checkbox"/> Unable to inspect underground services. Location of the Main Electrical & Sub Panels: <input checked="" type="checkbox"/> Garage <input type="checkbox"/> Rear exterior of house <input type="checkbox"/> Master Bedroom Closet <input type="checkbox"/> Other NOTE: MOST COMPONENTS OF THE ELECTRICAL SYSTEM ARE NOT READILY ACCESSIBLE, UNABLE TO FULLY INSPECT.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	B. Branch Circuits, Connected Devices, and Fixtures Type of Wiring: <input checked="" type="checkbox"/> Copper <input type="checkbox"/> Aluminum Conductor type: <u>ROMEX</u> Comments: <input checked="" type="checkbox"/> See the note(s) under the <i>Electrical</i> section of the Addendum page(s). GFCI Resets located at: <input checked="" type="checkbox"/> Kitchen <input checked="" type="checkbox"/> Master Bathroom <input checked="" type="checkbox"/> Garage <input checked="" type="checkbox"/> Hall Bathroom <input type="checkbox"/> Pool Equipment <input type="checkbox"/> Circuit breakers in the Main Electrical Panel <input type="checkbox"/> Other <input checked="" type="checkbox"/> AFCI (Arc Fault Circuit Interrupters) were noted in the Main electrical panel. NOTE: ARC AND GROUND FAULT CIRCUIT INTERRUPTERS ARE REQUIRED BY THE TEXAS REAL ESTATE COMMISSION IN CERTAIN LOCATIONS. REPAIR MAY NOT BE REQUIRED. REFER TO THE TEXAS REAL ESTATE CONSUMER NOTICE CONCERNING RECOGNIZED HAZARDS, FORM OP-I. <input checked="" type="checkbox"/> I <input type="checkbox"/> NI <input type="checkbox"/> NP <input type="checkbox"/> D Smoke Detectors <input checked="" type="checkbox"/> If inspected, tested with test button only. <input type="checkbox"/> Part of a central security system. <input checked="" type="checkbox"/> Some or all units are inaccessible.

I = Inspected NI = Not Inspected NP = Not Present D = Deficiency

I	NI	NP	D	Inspection Item
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III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

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A. Heating Equipment

Type of System: HEAT PUMP

Comments: See the note(s) under the Heating-AC section of the Addendum page(s).

Energy Source: Electric Gas Other

If unit uses natural gas: Type of connector line:

Type of Pilot: Standing Automatic Igniter

Number of units: ONE

Location: WHOLE HOUSE

Electric heat air out: 102 °F

Emergency heat air out: 110 °F

Location: _____

Electric heat air out: _____ °F

Emergency heat air out: _____ °F

Location: _____

Electric heat air out: _____ °F

Emergency heat air out: _____ °F

Location: _____

Electric heat air out: _____ °F

Emergency heat air out: _____ °F

NOTES: THERMOSTATS ARE CHECKED IN MANUAL MODE ONLY.

FULL EVALUATION OF THE INTEGRITY OF A HEAT EXCHANGER REQUIRES DISMANTLING OF THE FURNACE AND IS BEYOND THE SCOPE OF THIS INSPECTION.

RECOMMEND TURNING THE PILOT OFF IN THE SUMMER TO HELP PREVENT RUST BUILD-UP IN THE HEAT EXCHANGER.

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B. Cooling Equipment

Type of System: CENTRAL - FORCED AIR

Comments: See the note(s) under the Heating-AC section of the Addendum page(s).

Energy Source: Electric Gas Other

Number of units: ONE

Location: WHOLE HOUSE

Temperature Differential: 16 °F

Location: _____

Temperature Differential: _____ °F

Location: _____

Temperature Differential: _____ °F

Location: _____

Temperature Differential: _____ °F

Only able to do a limited check of the A/C systems due to low outside temperature. The compressor(s) and control(s) are operable.

Unable to check the condensate drain(s) due to low outside temperature.

No secondary drain pan was noted below the unit.

NOTES: UNIT(S) ARE NOT INSPECTED FOR CLEANLINESS AND/OR FOR RUST.

RECOMMEND THE FILTER BE CLEANED OR CHANGED ON A REGULAR BASIS.

UNITS ARE NOT INSPECTED FOR PROPER SIZE OR EFFICIENCY.

UNITS ARE NOT DISASSEMBLED OR OPENED FOR INSPECTION.

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C. Duct System, Chases, and Vents - Comments:

See the note(s) under the Heating-AC section of the Addendum page(s).

Heating-A/C filter size(s): Fiberglass: 12x24x1 14x25x1 16x25x1 16x20x1
 20x20x1 20x25x1 25x25x1 Other

Washable Electrostatic Fiberglass Media Hammock style

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IV. PLUMBING SYSTEMS

A. Water Supply System and Fixtures

Location of Water Meter: FRONT YARD

Location of Main Water Supply Valve: WATER METER

Static Water Pressure Reading: 64 p.s.i.

Comments: See the note(s) under the *Plumbing* section of the Addendum page(s).

Type of Water Supply Lines (Visible): COPPER

The washer and dryer are connected, unable to check the laundry utility lines.

The water meter was checked for any movement.

NOTE: UNABLE TO TEST WASHER UTILITY DRAIN AT FULL CAPACITY.

UNLESS OTHERWISE SPECIFICALLY NOTED STATIC WATER PRESSURE IS MEASURED AT AN EXTERIOR WATER FAUCET DURING THE TIME OF THE INSPECTION. WATER PRESSURE CAN DIFFER GREATLY BASED ON THE TIME OF DAY AND LOCATION OF READING.

I **NI** **NP** **D** **Gas Supply:** Natural Gas

Type of Gas Supply Lines: BLACK STEEL *Location of Main Valve:* GARAGE SIDE

NOTE: PROPANE SYSTEMS ARE NOT INSPECTED.

B. Drains, Wastes, and Vents

Comments: See the note(s) under the *Plumbing* section of the Addendum page(s).

Type of Drain Pipes: PLASTIC

Type of Vent Pipes: PLASTIC

C. Water Heating Equipment

Energy Source: Gas Electric Other

Capacity: 50 gallons

Comments: See the note(s) under the *Plumbing* section of the Addendum page(s).

If unit uses natural gas: Type of connector line: FLEX

Number of Water Heaters: ONE

Location(s): GARAGE

D. Hydro-Massage Therapy Equipment - Comments:

See the note(s) under the *Plumbing* section of the Addendum page(s).

Cover is absent or inaccessible for area under tub.

V. APPLIANCES

A. Dishwasher - Comments:

See the note(s) under the *Appliances* section of the Addendum page(s).

NOTE: LOWER PANEL NOT REMOVED FOR INSPECTION.

BACKFLOW PREVENTION MAY NOT BE VISIBLE ON SOME UNITS.

B. Food Waste Disposer - Comments:

See the note(s) under the *Appliances* section of the Addendum page(s).

C. Range Exhaust Vent - Comments:

See the note(s) under the *Appliances* section of the Addendum page(s).

Recirculating (vent pipe not required) Vented Downdraft

NOTE: RANGE VENT NOT CHECKED FOR CLEANLINESS.

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- D. Ranges, Cooktops, and Ovens - Comments:**
 See the note(s) under the *Appliances* section of the Addendum page(s).
 Oven: Electric Elements Gas Burners
 Range/Cooktop: Electric Elements Gas Burner
 Type of Pilot: Standing Automatic Igniter
 If unit uses natural gas: Type of connector line: _____
 Oven thermostat: Temperature Reading: 331°F / _____°F
NOTES: OVEN CHECKED AT 350°F.
IF PRESENT, DELAY TIMER AND SELF-CLEAN MODE AND LOCK ARE NOT TESTED.
 Gas line not readily accessible.
 Anti-tip device not required.
 Anti-tip device not visible, unable to determine if present

- E. Microwave Oven - Comments:**
 See the note(s) under the *Appliances* section of the Addendum page(s).
NOTE: MICROWAVE OVEN NOT INSPECTED FOR RADIATION LEAKS.

- F. Trash Compactor - Comments:**
 See the note(s) under the *Appliances* section of the Addendum page(s).

- G. Mechanical Exhaust Fans and Bathroom Heaters - Comments:**
 See the note(s) under the *Appliances* section of the Addendum page(s).
 Heaters not present. Exhaust fans not present.

- I. Garage Door Operator(s) - Comments:**
 See the note(s) under the *Appliances* section of the Addendum page(s).

- J. Doorbell and Chimes - Comments:**
 See the note(s) under the *Appliances* section of the Addendum page(s).

- K. Dryer Vent - Comments:**
 See the note(s) under the *Appliances* section of the Addendum page(s).
NOTE: DRYER VENT NOT CHECKED FOR CLEANLINESS. LINT MAY COLLECT IN THE VENT PIPE OVER TIME CAUSING THE DRYER TO OVER-HEAT AND/OR NOT FUNCTION PROPERLY.

VI. OPTIONAL SYSTEMS

- A. Lawn and Garden Sprinkler Systems - Comments:**
 See the note(s) under the *Optional Systems* section of the Addendum page(s).
 Control Panel Location: GARAGE
 Coverage: Front Yard Back Yard Side Yard(s) Other
 Zones used: 1-6 Valve Box Location: FRONT YARD
NOTE: SPRINKLER CONTROLS ARE OPERATED IN MANUAL MODE ONLY.

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B. Swimming Pools, Spas, Hot Tubs, and Equipment
Type of Construction: In ground Above ground Other
Comments: See the note(s) under the *Optional Systems* section of the Addendum page(s).
Shell Type: Gunite Fiberglass Vinyl Other
 There is no significant movement in the shell at this time.
 The main drain is plumbed into the skimmers, unable to fully evaluate the main drain.
Type of filter: Sand Cartridge D. E. Other
The following items were noted as being present: Slide Ladder Diving Board
 Pool Sweep Other/Heater

**NOTES: POOL NOT CHECKED FOR SHELL LEAKAGE OR TESTED IN BACKWASH MODE.
 THE POOL COATING IS CONSIDERED COSMETIC AND IS NOT PART OF THIS INSPECTION.
 ALL CONTROLS ARE OPERATED IN THE MANUAL MODE ONLY. ANCILLARY EQUIPMENT
 SUCH AS COMPUTER CONTROLS, CHLORINATORS OR OTHER CHEMICAL DISPENSERS, OR
 WATER IONIZATION DEVICES OR CONDITIONERS ARE NOT INSPECTED.**

C. Outbuildings - Comments:
 See the note(s) under the *Optional Systems* section of the Addendum page(s).
 Type: _____

D. Outdoor Cooking Equipment
Energy Source: Natural Gas Propane Electric Other
Comments: See the note(s) under the *Optional Systems* section of the Addendum page(s).

E. Gas Supply Systems - Comments:
 Meter Check: With all gas appliances and associated pilot lights turned off in the house,
 there is no measurable gas flow through the gas meter and the pilot lights were relit.

F. Private Water Wells (A coliform analysis is recommended.)
Type of Pump:
Type of Storage Equipment:
Comments: See the note(s) under the *Optional Systems* section of the Addendum page(s).
 This house is connected to a well system. This system was tested for functionality only.

G. Private Sewage Disposal (Septic) Systems
Type of System:
Location of Drain Field:
Comments: See the note(s) under the *Optional Systems* section of the Addendum page(s).
 This house is connected to a septic system. This system was tested for functionality only.
 Recommend consulting with the County Health Department for information regarding
 inspection, certification and maintenance of the septic systems.
 Is property occupied at time of inspection? Yes No
**NOTE: IF NO, TEST MAY BE INSUFFICIENT AS THE SYSTEM WAS NOT UNDER REGULAR USE AT
 THE TIME OF THE INSPECTION.**
 Does tank have a visible riser? Yes No
 Method of evaluation: Dye & Visual Visual only
 Was water run for minimum of 30 minutes? Yes No
 Was any effluent and/or dye visible on ground? Yes No
 Functional drainage? Yes No

H. Whole-House Vacuum Systems - Comments:
 See the note(s) under the *Optional Systems* section of the Addendum page(s).
**NOTE: ONLY VISIBLE AND ACCESSIBLE OUTLETS ARE TESTED, ACCESSORIES ARE NOT TESTED
 OR NOTED.**

I. Other Built-In Appliances - Comments:
 See the note(s) under the *Optional Systems* section of the Addendum page(s).
 I NI NP R Other

Addendum Page

ITEMS THAT ARE DEFICIENT AND ITEMS THAT ARE QUESTIONABLE AS TO PERFORMING FUNCTION AS INTENDED AS REQUIRED BY THE TEXAS REAL ESTATE COMMISSION (TREC). REPAIR IS NOT MANDATORY. REFER TO THE TEXAS REAL ESTATE CONSUMER NOTICE CONCERNING HAZARDS, FORM OP-1, IN YOUR NOTEBOOK.

I. STRUCTURAL SYSTEMS

1. The foundation has shifted in one or two areas evident mainly by a couple of exterior brickwork cracks, including a crack above on the overhead garage doors and a few interior sheetrock cracks. The laundry room door does not latch properly. There is poor drainage in some areas around the perimeter of the foundation, mainly along the garage side and the rear of the house. Recommend this be corrected to help minimize future foundation movement. However, I do not believe foundation repairs are warranted at this time. Proper maintenance should be maintained to minimize foundation movement.
2. There is at least one exposed nail on the roof, by the front entry. Recommend a roofer be consulted for further evaluation/repairs and check for other repairs that may be needed at that time.
3. Wood rot was noted at the rear exterior trim around one of the living room windows and at the base of the trim on the rear living room side corner of the house. Unable to determine the condition of the underlying materials.
4. The trim on the chimney is damaged. The paint on the trim is peeling and the trim is separating from the chimney. Unable to determine the condition of the underlying materials.
5. There are several interior nail pops in the ceilings throughout the house.

II. ELECTRICAL SYSTEMS

1. Arc-Fault Circuit Interrupters (AFCIs) were not noted in all of the recommended areas as is required by the Texas Real Estate Commission.

III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

1. Missing insulation was noted on the a/c coolant line in the attic.

IV. PLUMBING SYSTEMS

1. The master bathtub faucet handle is not properly secured.

V. APPLIANCES

1. The air gap valve for the dishwasher drain line at the kitchen sink is not properly secured.
2. As a general note: the power for the dishwasher is controlled by a switch above the kitchen countertop.

VI. OPTIONAL SYSTEMS

1. The sprinkler control wire on the garage side of the house is exposed and unprotected.
2. Zones three and six of the sprinkler system did not respond when tested.

Photo Page



Sample of exterior brickwork crack



Exposed sprinkler control wire on garage side



Sample of wood rot of rear exterior trim



Sample of exposed nail in the roof



Sample of damaged and separated trim at chimney



Photo of main electrical panel with cover removed

Acceptance of this report and/or relying on the information within constitutes acceptance of the Real Estate Inspections Agreement (found as the last two pages of the report) even if the agreement is not signed.



Home and Termite Inspections
Full Service Pest Control
817-265-5452 972-231-1945

7510 Davis Blvd., Suite E
 North Richland Hills, TX 76180
 (972) 231-1945 or (817) 265-5452

Real Estate Inspection Agreement

Customer Name: Happy Homeowner **Date:** September 19, 2009

The above parties agree to the following on consideration for the fee received below, TEXINSPEC, INC. shall provide a licensed real estate inspector to perform a "Real Estate Inspection" on the property located at:

Address: 1234 Sunshine Street, Pleasantville, TX 76111

SCOPE: The inspection(s) is a "limited visual inspection(s)" of the "Readily Accessible Items Agreed To Be Inspected" on the real estate property located at the above address. We follow the Inspection standards as currently promulgated and published by the Texas Real Estate Commission and the Structural Pest Control Board. These are the agreed standards of practice for the performance of this inspection. (A copy of which is available upon request at the inspection or prior to the inspection.) The inspection is intended to be a practical, non-destructive examination of the functions of the building, its components and equipment. The examination is limited to visual, audible and operational techniques. **We do not inspect for building codes, soil analysis, design, adequacy, capacity, efficiency, sizing, value, floodplain location, presence of LEAD PAINT, ASBESTOS, OR OTHER HAZARDOUS MATERIALS. Code Compliance** inspection of existing structures is specifically excluded from the inspection, although some codes may be used as a reference and basis for the Inspector's opinions. Please refer to the **HOME INSPECTION INFORMATION sheet included in the Coping With the Joys of Home Ownership manual** to obtain a better understanding of what an inspection includes and does not include.

Customer agrees that items not included in the inspection report are specifically excluded from the inspection and should be performed by other inspectors or technicians more qualified and knowledgeable in those areas.

EXCLUSIVITY: The inspection is performed for the exclusive use of the customer and is subject to the terms and conditions of this document and specific terms and conditions noted in the inspection report, which may include additional clarification of definitions, limitations, and exclusions.

REPORT: "Unless otherwise specified, no warranties or guarantees expressed or implied," including any implied warranties, or fitness of merchantability is included as part of the inspection or the report unless specifically stated. The inspection report will contain the **opinion of the inspector** on the items inspected that are found to be deficient on the day of the inspection only. The inspection or the report will not include opinions as to the **adequacy, efficiency, quality, durability, or future life and performance** of any item inspected. Those opinions are specifically excluded from the inspection or the report.

It is agreed that **opinions** expressed by the inspectors **are only opinions** and shall not constitute a basis for any claim of negligence or breach of contract. For the **purpose** of the **inspection, the report** and this **agreement, negligence and breach of contract is defined** as failure to inspect items **agreed to be inspected by both parties**. No other interpretation shall apply.

This report is received in agreement with the buyer's acceptance of the Real Estate Inspection Agreement (including the box labeled "DISCLAIMER OF WARRANTIES"). The Client understands and agrees the Real Estate Inspection Agreement is a part of the Inspection Report and acceptance of or payment for the Inspection Report by the Client will confirm this Agreement, even if the client was not present at the inspection and/or has not signed this Agreement.

Client has 7 (seven) days to submit written objection to the terms of this agreement otherwise, client is bound by this Agreement and Terms and Conditions of the Report, if not previously signed/accepted.

Distribution of Report – We are authorized to distribute copies of the Inspection Report to those directly involved in this transaction, unless otherwise instructed in writing.

With the termite inspection you automatically receive **three FREE months of our Termite and Carpenter Ant Warranty** for a small filing fee of \$2.79. After the Free 3 months of receiving this protection for free, we will automatically charge you the lowest monthly price that we offer for our termite warranty of only \$12.97 per month, billed quarterly, beginning on the fourth month. If after 3 months or anytime thereafter, you want to cancel your membership, simply call us at 817-265-5452 and our office will STOP charging your credit card immediately. No questions, no hassles, no hard feelings. You must want your home to be protected by Texinspec, if not, we want you to cancel your Membership. See the Lifetime Termite and Carpenter Ant Warranty Certificate for more information.

Before completion of any **contractual agreements** on the property inspected, Customer agrees to obtain **second opinions** on items where performance may be reported as questionable, and to hold TEXINSPEC and the Inspector free from any liability on those items.

DISCLAIMER OF WARRANTIES

THE COMPANY MAKES NO GUARANTEE OR WARRANTY AS TO ANY OF THE FOLLOWING:

- 1. That all defects have been found or that company will pay for repair of undisclosed defects.**
- 2. That any of the items inspected are designed or constructed in good workmanlike manner.**
- 3. That any of the items inspected will continue to perform in the future as they are performing at the time of the inspection.**

The customer agrees and understands that the maximum liability incurred by TEXINSPEC for errors and omissions in the inspection, including liability, of any inspector, owner, or employee of TEXINSPEC, if any, to the customer shall be limited to the amount of the fee paid for the inspection, not to exceed \$500.00. The customer further agrees to a **one-year statute of limitations to make any and all claims. The Customer agrees to pay all legal expenses and reasonable compensation for loss of time that may be incurred by TEXINSPEC, any inspector, owner, or employee of TEXINSPEC as a result of any legal action by the customer where the customer does not prevail.**

Initials: X

The customer agrees to notify TEXINSPEC by telephone and in writing, within two (2) business days of evidence of the problem and to allow TEXINSPEC and inspector five (5) business days to respond. Inspector must be allowed access to the property to evaluate these items before any corrective action is taken. The customer agrees and understands that any repairs or corrective action taken without consultation with TEXINSPEC relieves TEXINSPEC of any and all liability.

DISPUTE RESOLUTION: Any dispute, controversy or claim arising out of, or relating to, this agreement or the breach there of shall be submitted to final and binding arbitration under the Expedited Arbitration Rules of the National Academy of Conciliators. The decision of the Arbitrator appointed there under shall be final and binding, and judgment on the award may be entered in to any court of competent jurisdiction.

NOTICE: YOU, THE CONSUMER, HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTIVE ACT WHICH IS IN ADDITION TO ANY REMEDIES WHICH MAY BE AVAILABLE UNDER ANY CONTRACT. 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.

ACKNOWLEDGMENT: The undersigned have reviewed this document, understand its contents and agree to the terms and conditions contained herein. In the absence of the Customer to sign this agreement prior to or at the time of the inspection, scheduling of the inspection, acceptance of the report, and/or payment for the inspection is an acknowledgment, acceptance, and agreement by the client to the terms of this agreement, and acknowledges that the inspection includes only those items listed, mentioned and specified in the report.

I am requesting the following inspection(s) and/or test(s):

- | | | | |
|--|--|--|---|
| <input checked="" type="checkbox"/> Mechanical | <input checked="" type="checkbox"/> Structural | <input checked="" type="checkbox"/> Termite | <input checked="" type="checkbox"/> Lifetime Termite Warranty |
| <input type="checkbox"/> Gas line leak test | <input type="checkbox"/> Swimming Pool | <input checked="" type="checkbox"/> Sprinkler System | <input type="checkbox"/> Lead Based Paint Test |
| <input type="checkbox"/> VIP Inspection | <input type="checkbox"/> Mold Screening | <input type="checkbox"/> Separate Structure | <input type="checkbox"/> Sewer Cam Inspection |

Inspection(s) and/or test(s) not marked are specifically declined: Initials:

X

FEE: (payable at the time of the inspection) **\$ 325.79** is for a visual inspection of the readily accessible areas of the structure. **The inspection is limited to what is visible at the time of the inspection.**

Customer: X

(If this is a joint purchase, signer represents actual authority to sign for all parties.)

INSPECTOR Jonathan S. Crow TREC LIC. NO #6461