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**INSPECTION
 CONTRACT**

This INSPECTION CONTRACT (hereinafter "Contract") Report #__ 20190517-2855 _____
 is entered today on this the ____ day of _____ May 2019 _____ between
 Star Brite Home Inspector __ Frank Adame _____ (hereinafter "Inspector")
 and __ ____ (hereinafter "Client". Only one name will be used if two people are clients).
 Property to be inspected is (hereinafter "Property"): ____ Square ft:
 Cellular: __ Email: ____
 Date of Inspection: __ Wednesday May 17, 2019__ Inspection Start Time: __ 9:00am-11:00am_ We meet at 11:00am
 Fee: __\$000.00__ **3% Convenience Fee charged on credit card use. Fee payable at time of inspection, regardless of utilities.**

**READ THIS AGREEMENT CAREFULLY AND ASK QUESTIONS BEFORE SIGNING.
 YOU HAVE THE RIGHT TO CONSULT AN ATTORNEY PRIOR TO SIGNING IF YOU DO NOT FULLY
 UNDERSTAND THE CONDITIONS.**

Inspector agrees to provide inspection services in accordance with this Contract and render professional opinions for the purpose of informing the Client of major deficiencies in the condition of this referenced property. In consideration for the inspection services, the Client agrees to pay the inspection fee noted above prior to the presentation of the Property Inspection Report. Inspector will inspect the Property in accordance with the Standards of Practice "Standards" adopted by the Texas Real Estate Commission which can be viewed online at www.trec.state.tx.us. These Standards have been emailed to you and/or your agent ahead of the inspection date or inspection time period. These Standards are incorporated into this Contract as if set forth fully herein. The important Notes and Limitations below are part of the Standards.

I. Scope of Inspection

A. This is not a comprehensive safety inspection and all unsafe potentials are not inspected for: fire, electrocution, collapse, falls, personal injuries property damage risks. This is a limited report that does not represent all defects large or small and not all will be discovered or completely interpreted. You are advised to have all noted deficiencies investigated more fully by the properly trained repair specialist to determine the full extent of the conditions before acquiring the property. It is advisable that the Buyer(s) be present alone during the final walk-thru hour to ask questions and view first hand any issues with the house. No guests. The Buyer can request additional optional inspections from the invoice at this time.

B. In exchange for the Inspection Fee paid by client, the Inspector agrees to provide the Client with an Inspection Report setting out the Inspector's professional opinions concerning the condition of the Property further described in the report. The Inspection will be performed in accordance with the Standards of Practice promulgated by the Texas Real Estate Commission www.trec.state.tx.us. Inspector will attempt to identify major defects and problems with the Property.

CONCEALED ISSUES: The inspection is limited to those items which can be easily seen, easily accessed and/or operated by the Inspector at the time of the inspection as set in the Inspection Report. At a later time if you the Buyer finds a deficiency that you or a repair person claim that it "was in plain sight and should have been seen by the Inspector", you are admitting that you too should have seen it. Additionally, that repair person is making an unreasonable assumption about in plain sight since he was not present during the initial inspection. Report may not reflect defects that may be disclosed later by a full-time specialist. Inspector will not move furnishings or remove floor coverings and obstructions in order to inspect concealed items or problems. The Buyer should make every effort to diligently review and ask questions to the Seller pertaining to the Disclosure Statement. Systems and conditions which are not specifically addressed in the Inspection Report or in the invoice are excluded. Inspect the house again before closing after all furnishings have been removed.

C. FEES PAID IN FULL REGARDLESS OF UTILITIES OR DE-ACTIVATED COMPONENTS OR APPLIANCES.

The activation of all utilities prior to the inspection date will be the responsibility of the Client. Inspection fees will not be held back on an incomplete inspection report because of lack of utilities at time of inspection. Return inspections are charged extra to Buyer. The Buyer can negotiate return fees with Sellers. The Inspector will not be a part to return fee negotiations with Sellers. Return inspection fees will be paid in advance of final inspection.

I. STRUCTURAL SYSTEMS

A. Foundation Inspection: Identify type of foundation. The scope of this inspection is limited solely to observations made of conditions of the exterior and interior of the structure which are readily visible and without the use of specialized equipment. I look for signs of excessive foundation movement such as wall cracks, out-of-square doors and windows, obvious sloping floors, ceiling/wall cracks and separations, soil separation and erosion, crawlspace floor and perimeter beam damages. I will try to interpret and differentiate between "typical signs of distress because of age" and signs of distress that may require additional inspections by other specialists. Specialty tools are not required to inspect foundations but an additional foundation inspection using a foundation level is recommended at the time of the inspection. I can do this only on request and at an additional fee. A Level II inspection is optional. All information is gathered at the time of the inspection and the conclusions reached are based on the total conditions observed at the time of the investigation and no predictions or references to future movement is mentioned.

You should understand that you are taking a chance, when purchasing an older home, and that future issues may arise. If future issues do arise and you feel that I was incompetent at the time of the inspection, be ready to provide proof of this from the time of the inspection. Some interior cracks may appear on walls and ceilings in the future which are normal for a home in this area. Periodic repair of this type of cracking should be considered a normal maintenance item and not a structural failure. Because foundation issues and repairs are so common in this area and of great concern to most home buyers, you may want to hire a structural engineer to verify my findings and opinions before closing even if I did not recommend one. My foundation inspection should be considered only the beginning. You should take on the task of asking for further information about this foundation and its history from the Seller.

Additional Notes On Crawlspace Inspections: I will attempt a good faith inspection as much of the crawlspace area as possible, but I may keep within about a 5-foot radius of the entrance. Not all areas will be accessible because of reduced space, obstructions, standing water, electrical wires or debris. It is also usually very dark. I use a strong flashlight and good camera but I still may not see everything. I will be looking for major flaws that are readily visible. I may miss some deficiencies. My crawlspace inspections cannot be complete or thorough. I run all water fixtures during crawlspace inspections to observe any leaks, odors or ponding but not all plumbing connections or conditions will be visible from my view points. I am a general home inspector and not a plumber. Inaccessible would be openings smaller than 18 x 24 inches.

B. Grading and Drainage: Inspect for improper or inadequate grading around the foundation, signs of erosion and ponding. Deficiencies in gutters and downspouts. The Inspector cannot determine the efficiency of underground drainage systems. The inspector does not check for underground natural water sources. Inspections are usually performed under clear conditions. I cannot foresee possible excessive water flow, damages by heavy, sustained rain storms or the efficacy of draining at such times.

C. Roof Covering Materials: Type of roof covering, viewed from. Inspect for evidence of previous repairs and water penetration, fastening of the roofing materials, condition of all roof penetrations and general condition of the materials. The Inspector does not have to determine life expectancy or number of layers. The Inspector will decide which roof or at what locations it is safe to climb or walk. Most two-story roofs or roofs with slopes greater than 5 in 12 inches may not be climbed. Roofs that cannot be climbed will be viewed from the ground with binoculars. I am not liable for future leaks. **HAIL STORMS:** It is the Clients responsibility to call an insurance adjuster to inspect the house since hail storms frequent this area. My opinions as to the condition of the roof after a hail storm may be different than another inspector's opinion. The insurance adjuster will have the last word as to the possible repair or replacement of a roof.

D: Roof Structure and Attic: Viewed from: Inspect for the presence and depth of insulation and water penetration. Deficiencies in framing members, decking, deflections, roof decking, attic access ladders and access openings and ventilation. The Inspector does not have to enter attics or walk to certain areas if he feels it is unsafe or will cause damage to the property. Access has to be at least 22 inches by 30 inches and headroom at least 30 inches. Ask Seller to remove any construction debris or stored items from the attic so you may have a chance to view that area before closing.

E: Walls (Interior and Exterior), F: Ceilings and Floors: Inspect for signs of structural deficiencies, water penetration and proper separations between an attached garage and the interior walls and attic. Exterior stucco walls should be inspected by a certified stucco inspector specialist. The Inspector does not inspect coverings for cosmetic issues, hidden defects, cabinets and countertops. Ask Seller to remove, clean, clear or move any debris, stored items, or sheds that are up against the exterior walls that blocked the initial inspection. Return to the house before closing to visually inspect for any previous hidden deficiencies on the walls or windows. I will attempt to determine the cause of any ceiling or wall stains or discoloration. Usually the defects are caused by aging, drying processes or cosmetic paint touch-ups. But sometimes the defects are caused by plumbing leaks especially in the ceilings where upstairs or attic plumbing fixtures are present. It is usually difficult for me to determine their causes. That is why you should ask Sellers for more information.

G: Doors (Interior and Exterior), H: Windows: Doors, Inspect for out-of-square, hardware, locks, lack of proper door material for house-garage separations. Window, fogging, cracks, missing/damaged screens, locks, absence of safety glass in hazardous locations (attempt). Inspector does not make exhaustive observations for compromised window seals, open and close every window, regular ones or storm windows, especially if they are blocked by furnishings, storage items or outside shrubs. Inspect these components again before closing. Ask Seller for any information about cracked window panes.

I: Stairways (Interior and Exterior): Inspect for baluster and tread spacing, and guardrail stability. General condition. Usually long runs of railing are not absolutely stable or secure. There is always a little movement to them especially on older homes. If you feel extra nervous about this component, you can ask for further inspection by a qualified stair builder.

J: Fireplace/Chimney: Inspect for visible built-up creosote, combustible materials, absence of fire blocking at the attic (if accessible), damper, lintel, hearth, firebox gas log lighter valve and locations, combustion air vents, chimney structure, termination. The Inspector does not have to light fires or check for UL listing information. Always hire chimney sweep to clean an inspect further before use. He may find other defects. Infrared photos may be used randomly.

K: Porches, Balconies, Decks, and Carports: Visually inspect for structural strength. Baluster presence on decks higher than 30 inches. Visible above ground footings, piers, posts, pilings. Inspector cannot foresee future issues. Beams, joists, flashing, attachment points. Detached buildings will be given a quick viewing at most or they may not be inspected at all.

II. ELECTRICAL SYSTEMS,

A: Service Entrance and Panels: Inspect for grounding system, service entrance conductor, mastheads and clearances, electrical cabinets, protected conductors, trip ties, wiring in cabinets, compatibility of over current device and conductors, inappropriate locations for panel, appropriate connections, anti-oxidants on aluminum conductors, main disconnection means. The Inspector does not have to determine future capacity, accuracy of over current device labeling, remove covers when not safe, verify effectiveness or operate over current devices. I do not use infrared cameras here.

B: Branch Circuits, Connected Devices, and Fixtures: Inspect for type of wiring, GFCIs, receptacles and switches that are not functioning or wired properly, improper locations, equipment disconnects, appropriate connections, extension cord usage, proper presence of smoke alarms. Smoke alarm inspections are for condition and placement only. I cannot verify total alarm connectivity to the house electrical system. I will not attempt to determine causes as to why some light switches and fixtures are not functioning or to what they are connected to or what type. I do not carry test light bulbs with me. For these matters, you may ask the Seller. Infrared photography may be used randomly and under certain conditions.

III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS (accessible):

A. Heating Equipment: Inspect for type of heating system and energy source, inoperative units, deficiencies in controls and components, lack of protection from physical damage, burners, heating elements inappropriate location, inadequate access and clearances, deficiencies in thermostats, condition of conductor, flame impingement, scale buildup, lack of gas shut-off valves, vent pipe, vent termination and clearances. Inspector does not have to determine age, sizing, efficiency or adequacy of the system or area air uniformity. Infrared photos may be used randomly.

B: Cooling Equipment: Inspect for type of system, inoperative units, inadequate access and clearances, vibration of the blower fan, primary condensate drains and auxiliary pan and drain system, pipe insulation, dirty coils where accessible, damaged casings, condition of units, levelness, thermostats. Adequate cooling as judged by Inspector: general coolness in each room as taken by infrared temperature device aimed at supply registers, temperature of refrigerant lines when tested by touch, temperature of air from the outdoor condenser fan and an overall visual assessment of the equipment. Specialty measuring tools are not required. I do not inspect humidifiers, refrigerant levels, or adjust programmable thermostats. I do not have to operate cooling systems when outside temperatures have been less than 60 degrees or operate heat pumps if damage will occur. I do not have to determine sizing, efficiency or adequacy of the system or area air uniformity.

C. Duct System, Chases, and Vents: Inspect, as can safely be reached, for damaged ducts or insulation, improper material or improper routing of ducts, absence of air flow at accessible supply registers, duct fans, filters, grills and registers, location of return air openings, inappropriate materials and devices in duct system. Inspector does not have to determine sizing, adequacy of system, air uniformity or mold. Infrared photos may be used randomly and under certain conditions.

IV. PLUMBING SYSTEM:

A. Water Supply System and Fixtures, B. Drains, Wastes and Vents: Locate water meter and main water supply valve. Read static water pressure. Inspect for presence of visible active leaks, lack of fixture shut-off valves, dielectric unions, back-flow devices, lack of an expansion tank at the water heater when a pressure reducing valve is in place. Report deficiencies in visible water supply pipes and waste pipes, vent system, operation of fixtures, functional flow in two fixtures operated simultaneously, orientation of hot and cold faucets, mechanical drain stops, commodes. Beware that older fixtures may leak or break at any time. I test the presence of hot water in every faucet by placing my hand under the faucet. The Inspector is not required to operate main all branch or shut-off valves, inspect sump pumps, water-conditioning equipment, water wells, sprinkler systems, pools, inaccessible gas supply system for leaks, sewer clean-outs or for the presence of operation of private sewage disposal systems or determine the quality of water supply or verify the functionality of clothes washing drains or floor drains. Plumbing fixtures are operated in a limited period of time and actual usage is not simulated. Not all plumbing leaks will be evident. Not all signs of corrosion will be noted. I cannot determine toilet flush effectiveness

or clog potential, the condition or type of sewer and water supply lines under grade, freeze or the possibility of freeze damaged pipes in inaccessible area. I will not accept any contractor's statement that "the inspector should have seen this at the time of the inspection," since the contractor was not present during my inspection. Utilities and de-winterizing process is the responsibility of the Buyer. I do not check the main water meter dials for pressure leaks. Not all plumbing deficiencies may be noticed in crawlspace situations. Infrared photos may be used randomly and under certain conditions.

B. Water Heating Equipment: Report the energy source, capacity and manufacture year. Report as deficient leaking, corroded, broken or missing parts or controls, such as cold water shut-off valve. The lack of a pan and drain system and the improper termination of the pan drain line, unsafe location. Condition of burners, ignition devices or heating elements, switches or thermostats that are not a minimum of 18 inches above the lowest garage floor elevation, inappropriate location inadequate access and clearance or lack of protection. Condition of temperature relief valves and discharge piping. In gas units report as deficient gas leaks, lack of burner shields, flame impingement, uplifting flame, flame color, excessive scale build-up. Efficiencies in combustion and dilution air, location of gas shut-off valve gas connector materials and connections, vent pipe proximity to combustible materials and vent termination point and clearances. Testing for hot water is done by placing hand under the hot water side of every fixture to determine that hot water is available. The Inspector may not operate the TPR valve if the operation may cause damage to persons or property. The Inspector does not light pilots. On-demand water heaters are inspected on an exterior visual basis only. Infrared photos may be used randomly and under certain conditions.

D. Hydro-Massage Therapy Equipment: Report as deficient inoperative units and controls, presence of active leaks, inaccessible pumps or motors, lack of or failure of required ground-fault circuit interrupter protection and ports, valves, grates and covers. Interior plumbing sanitation is not covered. The Inspector is not required to determine the circulation system features. I cannot definitely determine proper bonding and grounding on hidden electrical connections.

V. Appliances: Dishwasher, food waste disposer, range exhaust vent, ranges, cooktops ovens, built-in microwave oven, mechanical exhaust vents and bathroom heaters, garage door operators, doorbell and chimes and dryer vents. Report on their general condition, presence, inoperative units, safety issues, unusual sounds, proper terminations, leaks. Dishwashers are operated till empty in one cycle only. Deficiencies such as leaks may show up later when operating in full capacity.

VI. OPTIONAL SYSTEMS: The inspections are visual and may not include turning on electrical equipment that were off at the time of the inspection. The sprinkler system will not prove that all sprayer heads will be found, that they are fully operational or the quality of coverage. Equipment may not be turned if I feel I am not fully trained on the equipment or if instructions are not present or if I feel damages to property will occur. A more complete inspection should be performed by qualified technicians. On-site waste water systems: Aerobic system tanks will be filled until the sprayer heads pop up. The underground systems will not be opened. No pressure test is conducted on sprinkler systems and hidden drip hoses cannot be inspected. I do not turn on de-commissioned pool equipment or inspect pool heaters.

WDI (termite) INSPECTIONS: No fee is charged for a termite inspection unless live termites are found then a fee will be collected. Comments will be verbal only unless the Official WDI Report is asked for. A fee is charged if an additional and separate, written, Official State WDI Inspection Report is required or requested by you, your lender or appraiser. A 1-year Termite Warranty treatment details can be viewed at my website: www.sbhinspections.net

Not within our scope of Inspection (unless specifically requested and noted on the invoice) More at Standards.

A. Systems, items and conditions which are not within the scope of the building inspection include but are not limited to: radon, asbestos, toxic materials, pet urine stains other environmental hazards, security and interior sprinkler fire protection systems, portable household appliances, locating safety glass labels, humidifiers, recreational equipment, outdoor cooking equipment, detached buildings, water treatment equipment. Underground storage tanks, water wells, solar heating, water softener, telephone, intercoms, cable tvs, antennae, structural capacities, flooding potential, underground water sources, future performance of systems, hazardous vegetation.

B. The potential of underlying soils to experience movements and/or water flow, the existence or quality of prior repairs, deck and balcony capacity, capacity of site to discharge rain waters acceptably, remaining life spans are only a guess. Comments are based on general building practices. I am not specifically or directly citing any building codes. You should ask Seller for more details, other than the Disclosure Statement on subjects that make you extra nervous such as plumbing or foundation issues.

Inspection Report

A. This Inspection Report will contain the Inspector's professional, good faith opinion concerning the need for repair or replacement of certain observable items. These opinions should not be construed as final statements of fact or factual representations concerning the Property. This report will not include compliance with city codes, insurability, efficiency or future performance of any item inspected. Photos are only a short and random sampling of deficiencies found.

- B.** Further evaluation of certain items maybe needed by licensed experts. By signing this agreement, the Client understands that the services provided by the Inspector fall within the Professional Services Exemption of the Texas Deceptive Trade Practices Act and agrees that no cause of action exists under this Act related to the services provided.
- C.** After assuring my safety and no mechanical or property damage, I may turn on the gas or light any gas fired appliances.
- D.** It is recommended that the Buyers attend the Inspection alone. Bringing children, relatives or friends is not recommended. I cannot be held liable if the guests do not allow the Buyer to fully concentrate on the Inspectors comments during the walk- thru. Any misunderstandings or misinterpretations of the Inspectors comments will be the responsibility of the Buyer. The final walk-thru time is to discuss inspection results; it is not a time for a second showing. Buyer will not hold this Inspector responsible for future problems or questions if Buyer did not attend the initial walk-thru. Star Brite Home Inspections will not be liable for damages caused by Buyer and guests or for the safety of client or guests.
- E.** I highly recommend that you the Buyer not be present for the full inspection. I must inspect alone without interruptions. Buyer should be at the end with the final walk-thru. I cannot be held responsible for having missed inspection components.
- F.** Infrared photos may be used randomly and under certain conditions.

Disclaimer of Warranties

The Inspector makes no guarantee or warranty, expressed or implied that items inspected will continue to perform in the future as they are performing at the time of the inspection. The Inspector does not guarantee that equipment inspected will continue to function safely or without damages in the future as they are performing at the time of the inspection.

Limitation on Liability

- A.** You agree not to allow any third party, not associated with this inspection, to have access to information contained in your Inspection Report. You agree to limit any liabilities incurred by this Inspector to the amount of the Inspection fee paid and to release Inspector from any further liability.
- B.** Client must show proof of any claims brought against this Inspector. The Client must prove that a deficiency was present at the time of the inspection. Repair contractors saying after the fact and usually months after my initial inspection that “the Inspector should have seen that” will not suffice. The contractor was not present during my initial inspection.
- C.** You agree to allow me to use video/recording devices during any time during the inspection or complaint process.

Dispute Resolution

A. In the event that a dispute arises regarding an inspection, the Client agrees to notify the Inspector by email or certified letter (a phone call will not be accepted) within 10 days of the date the Client discovers the basis for the dispute as to give the Inspector a reasonable opportunity to re-inspect the Property. Client agrees to allow re-inspection before any corrective action is taken by the Client. Notice to consumers and service recipients: A Real Estate Inspection Recovery Fund is available for aggrieved persons through the Texas Real Estate Commission. P.O. Box 12188, Austin, TX 78711-2188. Call 800-250-8732. Or visit them at www.trec.state.tx.us.

B. Client agrees not to disturb or repair any evidence relating to the complaint before the Inspector has a chance to view the issues first. Notification of problems must be made to the Inspector within 7 days of discovery. Client further agrees that the Inspector can conduct the re-inspection himself first or employ others (at Inspector’s expense) to re-inspect the Property. You agree to allow me to use video/recording devices during any time of the inspection, re-inspection or complaint process.

Attorney’s Fees

The Inspector and the Client agree that in the event that any dispute or controversy arises as a result of this Agreement, and the services provided hereunder, the prevailing party in the dispute shall be entitled to recover all of the prevailing party’s reasonable and necessary attorney’s fees and costs incurred by that party from the Plaintiff.

Exclusivity

- A.** The inspection and report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Contract without the Client written consent.
- B.** In the event that any person, not a party to this Contract, makes any claim against Inspector, it’s employees or agents, arising from services performed by this Inspector under this Agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney’s fees arising from such claim. You agree to allow me to use video/recording devices during any time of the inspection, re-inspection or complaint process.

Discuss and/or Send Report Findings To Another Party yes (Signed Below)

Client gives permission for the Inspector to discuss and/or email Report findings with the following Parties:

- 1. _____.
- 2. _____.

PROPERTY INSPECTION CONTRACT SIGNATURE PAGE
1234 Middle Drive, Dallas, TX 75100

PLEASE READ THE PREVIOUS CONTRACT PAGES CAREFULLY BEFORE SIGNING

CLIENT SIGNATURE _____ **DATE** _____
(The signing 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.)

PRINT NAME _____

AUTHORIZED REPRESENTATIVE _____
(By signing here you are only accepting that you have received a paper copy of this Contract on behalf of the Buyer.)

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. 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.

Sending Documents: You have conferred with the other Parties and both have agreed to the sending and accepting of these documents. If you the Client do not have an email address, ask your Realtor to print out a copy of this Report for you. Not calling me to ask questions about this Agreement before the Inspection, constitutes acceptance of it. I will not be held liable for any misunderstandings if this Agreement cannot reach you in time before the inspection because you scheduled the inspection with no time to prepare it (24 hours) or send it to you or you had no email address. If I have to send the Contract to your Realtor then it is up to you to discuss the Contract with them before you show up for the Inspection. You will have a chance to read a paper copy of the Contract at the time of the Inspection. You will also have an additional 48 hours after the Inspection to ask questions before we deposit your personal check.

Negotiating Repairs: 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's satisfaction prior to closing. Furthermore, it is the Clients responsibility to return to the property before closing to inspect for themselves any deficiencies readily viewed once all furnishings, storage items, sheds and personal belongings have been removed. You agree to allow me to use video/recording devices during any time of the inspection, re-inspection or complaint process.

Liquidated Damages-Limited Liability Clause: Due to the nature of the services we are providing, it is difficult to foresee or determine (at the time this Agreement is formed) potential damages in the event of negligence or breach of this Contract by us. Thus, if we fail to perform the Services as provided herein or are careless or negligent in the performance of the Services and/or preparing the Report, our liability for any and all claims related thereto is limited to the fee paid for the Services (unless contrary to state law), and you release us from any all additional liability, whether based on contract, tort, or any other legal theory. There will be no recovery for consequential damages. You understand that the performance of the Services without this limitation of liability would be more technically exhaustive, likely require specialties and would cost substantially more than the fee paid for this limited visual inspection. You understand that you are free to consult with another professional if you do not agree to this provision. You agree to allow me to use video/recording devices between us if I deem it necessary.



APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
P.O. BOX 12188, AUSTIN, TX 78711-2188

05-04-15

TEXAS REAL ESTATE CONSUMER NOTICE CONCERNING HAZARDS OR DEFICIENCIES

Each year, Texans sustain property damage and are injured by accidents in the home. While some accidents may not be avoidable, many other accidents, injuries, and deaths may be avoided through the identification and repair of certain hazardous conditions. Examples of such hazards include:

- malfunctioning, improperly installed, or missing ground fault circuit protection (GFCI) devices for electrical receptacles in garages, bathrooms, kitchens, and exterior areas;
- malfunctioning arc fault protection (AFCI) devices;
- ordinary glass in locations where modern construction techniques call for safety glass;
- malfunctioning or lack of fire safety features, such as smoke alarms, fire-rated doors in certain locations, and functional emergency escape and rescue openings in bedrooms;
- malfunctioning carbon monoxide alarms;
- excessive spacing between balusters on stairways and porches;
- improperly installed appliances;
- improperly installed or defective safety devices;
- lack of electrical bonding and grounding; and
- lack of bonding on gas piping, including corrugated stainless steel tubing (CSST).

To ensure that consumers are informed of hazards such as these, the Texas Real Estate Commission (TREC) has adopted Standards of Practice requiring licensed inspectors to report these conditions as "Deficient" when performing an inspection for a buyer or seller, if they can be reasonably determined.

These conditions may not have violated building codes or common practices at the time of the construction of the home, or they may have been "grandfathered" because they were present prior to the adoption of codes prohibiting such conditions. While the TREC Standards of Practice do not require inspectors to perform a code compliance inspection, TREC considers the potential for injury or property loss from the hazards addressed in the Standards of Practice to be significant enough to warrant this notice.

Contract forms developed by TREC for use by its real estate license holders also inform the buyer of the right to have the home inspected and can provide an option clause permitting the buyer to terminate the contract within a specified time. Neither the Standards of Practice nor the TREC contract forms requires a seller to remedy conditions revealed by an inspection. The decision to correct a hazard or any deficiency identified in an inspection report is left to the parties to the contract for the sale or purchase of the home.

This form has been approved by the Texas Real Estate Commission for voluntary use by its license holders. Copies of TREC rules governing real estate brokers, salesperson and real estate inspectors are available from TREC. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)