

McKinney Inspection Services
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214-548-2532 / mcs910211@gmail.com
TREC I.D. #21965

HOME INSPECTION AGREEMENT

Property Address: _____ City: _____, Texas

Client name(s): _____ Date of inspection: _____

MIS means McKinney Inspection Services (A division of McKinney Consulting Services LLC) and/or any TREC licensed inspector performing the inspection and/or employee or sub-contractor of the aforementioned. TREC means Texas Real Estate Commission. Client means person(s) named above and everyone related to this specific real estate transaction as a purchaser or investor.

MIS reports visually discovered conditions that, in the opinion of the inspector, appear to be significant adverse performance related defects. Some minor items may be reported as a courtesy. MIS will perform a limited visual inspection of the property for the Client using the TREC Standards of Practice (SOP) as a guideline with the following departures.

Unless specified in the report, MIS:

- 1) Does not inspect or compare the property to building code or manufacturer specifications.
- 2) Inspects repetitive items in a representative manner.
- 3) Will not discover every possible defect.
- 4) Observes steep roofs from ground level and / or eaves only.

These departures are due to the typical time limitations that are common in real estate inspections and to reduce cost of service to the Client. MIS is available to discuss comprehensive inspection options and their associated costs. The TREC Standards are available to review at the Texas Real Estate Commission (TREC) internet site. MIS reserves the right to revise opinions as information changes and welcomes further relevant information. The inspection fee does not include the cost of reviewing previous documentation about the property; any comment about such is limited.

Client agrees to sign, date and return this agreement and to pay the inspection fee prior to report delivery. The report will be delivered via email within two working days and because email can sometimes fail, Client agrees to contact MIS if the report has not been received in the time specified.

Client agrees: this contracted inspection is not completed until the report is delivered to the client. Electronic recordings (audio and or video) of inspector's comments may not be made, distributed or published without written permission of MIS.

The inspection is limited in time and scope. Unless specified:
1) Items are operated using only normal controls or modes if, in the opinion of the inspector, damage will not occur. 2) The inspector does not move or disassemble items and **only accessible areas are inspected.** Roofs higher than one story or greater than 5/12 pitch are inspected from ground using binoculars and high resolution camera only.

PEST / MOLD: MIS does not provide an Official Wood Destroying Insect or Termite report, Pest Inspection or Mold Inspection. Comments about items outside the scope of inspection such as pest control or mold, are limited and provided without compensation.

Client gives permission to MIS to distribute and discuss report findings with parties directly related to this transaction. The Client agrees the report may not be provided to or relied upon by any insurance provider, residential service contract provider (home warranty) or mortgage company without written permission from MIS.

In the event of a dispute, Client agrees that prior to taking any action, legal or otherwise Client agrees: (a) to allow MIS to perform an inspection of the disputed condition (b) to not to disturb or repair the disputed item prior to an inspection except in cases where injury or subsequent property damage may occur. (c) To pay all of MIS expenses if they do not prevail on all claims against MIS. Client agrees any dispute shall be submitted for final and binding arbitration under the Rules and Procedures of a mutually agreed Arbitration Services company pursuant to Chapter 171 of the Texas Civil Practice & Remedies Code.

Accompanied Inspections: Due to time constraints and safety concerns, MIS does not allow person(s) to accompany (follow along) with the inspector through the inspection process. If requested, Inspector will meet with client(s) at the end of inspection for approximately 30 minutes, to discuss any major findings. Client agrees to obtain permission from seller or seller representative, to independantly access areas of the property such as but not limited to: attic, crawl space, and roofed areas and agrees to do so on a date and time separate of this inspection. Client use of MIS tools and equipment is strictly prohibited.

LIMITATIONS OF LIABILITY: Client understands and agrees: (a) that the inspection fee paid to MIS is small relative to the liability associated with performing home inspections and that without the ability to limit liability, MIS would be forced to charge Client much more than the inspection fee agreed upon; (b) Client agrees that MIS and MIS insurance total liability is limited to the amount of the Inspection Fee paid; (c) Client is advised by the Texas Real Estate Commission (TREC) to consult an attorney if they do not understand the effect of any contractual term contained in the report or any attachments before a binding agreement regarding the property occurs. (d) Client acknowledges that the services provided by the Inspector fall within the Professional Services Exemption of the Texas Deceptive Trade Practices Act ("DTPA") and agrees that no cause of action exists under the DTPA related to the services provided.

CLIENT INITIAL X

BY UNDERSIGNING BELOW, CLIENT WARRANTS A COMPLETE UNDERSTANDING OF THESE TERMS AND CONDITIONS. IF THIS IS A JOINT PURCHASE, CLIENTS SIGNATURE WARRANTS EXPRESSED CONSENT AND AUTHORITY TO SIGN FOR ALL UNSIGNED PARTIES.

Client Signature X _____ Date _____
(IF THIS IS A JOINT PURCHASE, SIGNED REPRESENTS AUTHORITY TO SIGN FOR ALL PARTIES)

Inspector Signature Mark S. McKinney Date Click here to enter a date. Inspection Fee \$ _____