

## McKinney Inspection Services

TREC I.D. #21965

[972-890-7419](tel:972-890-7419) / [mcis16@outlook.com](mailto:mcis16@outlook.com) / [www.mckinneyinspectionsservices.com](http://www.mckinneyinspectionsservices.com)

### PROPERTY INSPECTION AGREEMENT – NEW CONSTRUCTION PRE-CLOSING FINAL

Property Address: [Click here to enter text.](#)

City: [Click here to enter text.](#)

Zip: [Click here to enter text.](#)

Client Name: [Click here to enter text.](#)

Date of Inspection: \_\_\_\_\_

Inspection Fee: \$ [Click here to enter text.](#)

Home Builder [Click here to enter text.](#)

Builder Contact [Click here to enter text.](#)

Phone # [Click here to enter text.](#)

#### Definitions

MIS means McKinney Inspection Services and/or any Texas Real Estate Commission (TREC) licensed inspector performing the inspection and/or employee or subcontractor 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.

#### Scope of Inspection

MIS reports 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.

#### **Unless stated in the report, MIS:**

- 1) Does not inspect or compare the property to building code or manufacturer specifications
- 2) Will not determine cause of defect(s). Comments on observed defects are considered as “in the inspector’s opinion” when recommending repairs, improvements and/or replacements.

#### **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.

New-Build Home Inspections which are performed **prior to builder completion** may not address items such as but not limited to: landscaping, concrete flatwork, appliance installation or operation, cosmetic or minor items. However, some may be listed in the report as a courtesy.

Many items, which are commonly referred to as “punch-out items,” are often completed by the builder during the final few days of construction. **Scheduling a home inspection prior to completion of the home, will likely result in some defects not included in the report.**

#### Inspection Agreement and Report

This is a limited, visual inspection which may include some component specific testing (I.E. oven, dishwasher, water heater, HVAC, etc...) The inspection fee does not include the cost of reviewing plans or blueprints about the property, any comment about such is limited.

**Client agrees 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:**

- 1) Electronic recordings (audio and or video) will not be made or distributed without written permission of MIS.
- 2) To assure the home builder or their representative have given permission for MIS to perform the inspection of the above listed property.

Typically, upon completion of construction, the builder will schedule a final walk-through with the buyer prior to closing. If your contracted home inspection took place prior to completion of work, it is the buyer’s responsibility to perform a final inspection and provide the builder with a detailed list all concerns such as, but not limited to; incomplete work, cosmetic and/or items of concern for the builder to correct.

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#### *Inspection Agreement and Report (cont'd)*

Discovering construction details such as dents, dings, scratches or misaligned items, is the intention of a final walk-through. **To allow for the best possibility of defect identification, all construction should be completed and the entire home cleaned before your final walk-through with the builder.**

Because the timing between completion of construction and a scheduled closing can be conflicted due to construction delays, a builder may request a final walk-through prior to completion of all work and final cleaning. Should you agree to this request, you are likely to find items you do not like after the closing. The home builder is likely to provide you with a new home manual. Please refer to the builders instructions for home maintenance procedures, specific warranty items and warranty repair claims procedures.

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.

**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 independently 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

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.

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** \_\_\_\_\_

(IF THIS IS A JOINT PURCHASE, SIGNED REPRESENTS AUTHORITY TO SIGN FOR ALL PARTIES)

Inspector Signature **Mark S. McKinney** Date Sent: [Click here to enter a date.](#)

McKinney Inspection Services New Home Inspection Professional Consulting Agreement Copyright 2022