

McKinney Inspection Services

TREC I.D. #21965

972-890-7419 / mcis16@outlook.com / www.mckinneyinspectionsservices.com

PROPERTY INSPECTION AGREEMENT – CONSTRUCTION PHASE INSPECTION

Property Address: _____ City: _____ Zip: _____
Client Name: _____ Date of Inspection: _____ Inspection Fee: \$ _____ Phase: _____

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

A “Phase Inspection” is conducted on a property which is currently under construction and is not ready for a final inspection which is usually conducted just before closing. This type of inspection will address only those systems / components which have been installed and/or completed at the time of inspection. While some comments by the inspector may refer to a particular code, this is **NOT a Code Compliance Inspection**. Code compliance is enforced by the local authority.

MIS available Phase Inspections are: Foundation Pre-Pour, Framing with Roof, Mechanical (Plumbing, Electrical & HVAC) and Pre-Drywall. Each phase inspects only those sections which have been completed by the builder. The Pre-Drywall Inspection will consist of all other phases with some limitations due to visual accessibility once insulation has been installed.

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 reporting on the current phase of construction only. Depending on the actual “Phase of Inspection” MIS will conduct 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.

MIS 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. This is an opinion based service. Builder compliance is not mandatory.

Inspection Agreement & Report

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: electronic recordings (audio and or video) will not be made or distributed without written permission of MIS.

Client agrees to assure the home builder or their representative have given permission for the inspection requested.

The inspection is limited in time and scope. The inspector does not move or disassemble items and **only accessible areas are inspected**. New-Build Final Inspections which are performed **prior to builder completion** may not address landscaping, concrete flatwork, appliance installation or operation, cosmetic or minor items. However, some may be listed in the report as a courtesy.

As home construction nears conclusion, 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 Final Home Inspection prior to completion of the “punch-out list” by the builder, will likely result in some defects not included in the report.

Client Responsibilities

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

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.

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. Client use of MIS tools and equipment is strictly prohibited.

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Disputes and Statutes of Limitations

Client agrees to all of the following:

1. Should any disputed condition arise, customer agrees that before taking any other action and **within 10 days of discovery of the problem**, to allow MIS to perform an inspection of the condition in question before any changes are made, except in cases where injury or subsequent property damage may occur.
2. **Client agrees to pay all of MIS expenses and attorney's fees, if they do not prevail on any and all claims against MIS.**
3. Client agrees any unresolved dispute shall be submitted for final and binding arbitration within Grayson County, Texas, under the Rules and Procedures of a mutually agreed upon Arbitration Services company pursuant to Chapter 171 of the Texas Civil Practice & Remedies Code 10.
4. Client agrees the statute of limitations for any and all claims against MIS and MIS Employees, including but not limited to; Property Damage, Liability, Errors and Omissions, Financial Loss , are valid for a maximum of One Year from the date of this signed document for all claims.

INDEMNIFICATION:

IN THE EVENT THAT ANY PERSON, NOT A PARTY TO THIS AGREEMENT, MAKES ANY CLAIM AGAINST INSPECTOR, ITS EMPLOYEES OR AGENTS, ARISING OUT OF THE SERVICES PERFORMED BY INSPECTOR UNDER THIS AGREEMENT, THE CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE INSPECTOR FROM ANY AND ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS FEES ARISING FROM SUCH A CLAIM.

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 this Agreement, The Inspection 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 agrees to pay the inspector all fees, both legal and representative, should a claim against

CLIENT SIGNATURE BELOW IS ACKNOWLEDGEMENT OF THIS LIMITATIONS OF LIABILITY STATEMENT AND AGREES TO STIPULATIONS LISTED HERIN

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. *NOTE: This inspection agreement is considered as "In-Tact" for this and any subsequent phase inspection requested by the client.*

Client Signature **X** _____

(IF THIS IS A JOINT PURCHASE, SIGNEE 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 Phase Inspection Professional Consulting Agreement Copyright 2022