

Visual Inspection Agreement Important Limitations, Departures and Disclaimers

I _____ hereby request **D&S Home Inspection Service, TREC#6847**, herein after known as the Inspector, to conduct a limited visual inspection of this property for the purpose of informing me of major deficiencies in the condition of the inspected property. I will hold the Inspector harmless of any and all defects of the non-requested items (See Optional Inspections at an Addition Fee:). I understand the written report is the property of the Inspector and the Client and/or the Clients Representative and shall not be used by or transferred to any other person or company without both the Inspector's and the Clients written consent. *This report is not to be used by any property or home warranty company.* I warrant that I will read the following agreement carefully. I understand that I am bound by all the terms of this contract. I further warrant that I will read the entire inspection report, when I receive it, and promptly call and consult with the Inspector any questions I may have.

Scope of Inspections:

The inspection will be performed in accordance with the Texas Real Estate Commissions Standards of Practice regulating Home Inspectors. The report used by the Inspector is the Texas Real Estate Commissions mandated inspection report. The inspector will observe, render an opinion and report which of the parts, components, and systems present in the property have or have not been inspected. All mechanical and electrical equipment, systems and appliances are operated in normal modes and operating range at the time of the inspection. The Inspector's report will specifically indicate if the inspected parts, components or system are not functioning or in need of repair. The Inspector may provide a higher level of inspection performance than required by The Texas Real Estate Inspectors Standards of Practice and may inspect parts, components, and systems in addition to those described by The Texas Real Estate Inspectors Standards of Practices. In the event of conflict between a specific provision and a general provision, the specific shall control.

Structural and Mechanical Inspection: The Inspector will report on accessible and visible deficiencies related to the Property's Structural Systems, Electrical Systems, Heating, Ventilation and Air Conditioning Systems, Plumbing Systems and Appliances. (Optional Systems can be request at an Additional Fees.) Conditions beyond the scope of this inspection will be identified in this service contact or in the body of your inspection report. No engineering services are offered or provided. The Inspector is not a structural engineer. This inspection is not an engineering report, and should not be considered one. If any cause of concern is noted on this report, or if you want further evaluation, you should consider consulting with an engineer.

The following are Optional Inspections at an Addition Fee:

Sprinkler System: The Inspector will operate all zones of the sprinkler system in the manual setting only and will report on above finish grade (above ground) visible deficiencies in the operation of each zone and associated valves, spray head patterns and areas of non-coverage within the zone.

Pool and/or Spa Inspection: The Inspector will operate the pool equipment in the manual setting only and will report on above finish grade (above ground) visible and accessible deficiencies in the pools pump(s), heater (excluding heat exchanger), filter, electrical, blower and visible plumbing connections. The Inspector will report on visible deficiencies in the pools surrounding decking, coping and tile. The Inspector will make no evaluation on pool/spa structural bodies and underground piping and electrical bonding.

Lake side Pier and/or Boat House: The Inspector will inspect all accessible and visible piers and/or boat house components above water level and report any deficiencies in the Structural Systems, Mechanical Systems and Electrical systems. The inspection will not cover sea walls, retainer walls and below water level components.

Wood Destroying Insect Report (WDIR): The WDIR will be provided by Hodges Pest Control Service. This is a separate company and is not affiliated with D&S Home Inspection Service. You are strongly encouraged to read and understand the WDIR Scope of Inspection.

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The building, its components and equipment are to be ready and accessible for inspection on the date and time agreed upon. All utilities and pilot lights must be on and all equipment operational so the total inspection may be completed on the agreed date and time. **If re-inspections are needed to complete the inspection process, there will be additional fees accessed at a rate not less than half the price of the original inspection fee.** The Inspector is not obligated to change light bulbs, light pilots, move furniture, obstructions or floor coverings, or remove panels to inspect any part of the building or its equipment. The pool\spa must be full, clean and operational. The Central Cooling System(s) shall not be checked in temperatures below 60 degrees. The Central Heating System(s) shall not be checked in temperatures above 90 degrees. Per Texas Real Estate Commission Inspectors Standards of Practice "Full evaluation of the integrity of the heat exchanger requires dismantling of the furnace and is beyond the scope of a visual inspection." The written report will not substitute for client's personal presence during the inspection. The Client is further urged to make his/her own physical inspection of the dwelling. To personally operate all electrical, mechanical, plumbing fixtures, equipment and systems. Become familiar with their proper use and maintenance requirements, and to obtain all operating manuals and warranties with respect there-to. Make inquiries as to any previous maintenance problems, repairs and/or replacements of the structural components, equipment and systems of the dwelling, including the roof, foundation, walls and partitions. The inspection report is not a

repair list and is made for the sole purpose of assisting the purchaser to determine feasibility of purchasing and in no way meant to influence his/her decision to purchase. The scope of this inspection is limited strictly to those items requested and checked in the report. The inspection is intended to be a practical, nondestructive examination of the function of the building, its components and equipment. The examination is limited to visual, audible and operational techniques. **THIS INSPECTION IS NOT intended to be technically exhaustive nor is it considered to be A GUARANTEE, HOME WARRANTY OR INSURANCE POLICY OF THE FUTURE LIFE OR FAILURE OF THE ITEMS INSPECTED, EXPRESSED OR IMPLIED.** The inspector shall not be held responsible or liable for any repairs or replacements with regard to the property, systems, components, or its contents therein. The Inspector is neither a guarantor nor insurer. The Inspector will have no liability for latent defects or items intentionally covered, concealed or hidden that cannot be observed by a normal visual inspection, or cannot be determined by normal equipment operation at the time of this inspection. Therefore, the Inspector's liability is specifically limited to those situations where it can be conclusively shown that the mechanical device or structural component inspected was inoperable, in immediate major need of repair or not performing the function for which it was intended at the time of inspection. **THE INSPECTOR IS A HOME INSPECTION GENERALIST AND IS NOT ACTING OR REPRESENTING HIMSELF AS A LICENSED STRUCTURAL ENGINEER, MECHANICAL ENGINEER OR EXPERT IN ANY CRAFT OR TRADE.** The Client is urged, *prior to closing*, to have an expert in the appropriate field examine any and all items noted, *R= Not Functioning or In Need of Repair*, in the inspection report so to determine the full extent of the condition and effect on the value of the property. It is recommended that all repairs be completed by, or under the direction of, a qualified specialist, certified, licensed and bonded in the field of the reported item.

Outside the scope of the inspection:

The Inspector does not take responsibility for reporting noncompliance with any homeowner associations, building, electrical, mechanical or plumbing codes established by municipal ordinances on any existing structure. The inspection and report does not address the possible presence of hazardous gasses, toxic wastes, substances or danger from asbestos, radon gas, lead paints, bacteria's, molds, mildews or fungi, urea formaldehyde, soil contamination and other indoor and outdoor substances. The Client is urged to contact a competent specialist if information, identification, or testing of the above is desired. The inspection does not include any destructive testing or dismantling. Any area(s) which are not exposed to view, is concealed, or is inaccessible because of soil, construction, walls, partitions, floors, carpet, ceilings, furnishings and any other condition, item, system or component which by the nature of their location are concealed or otherwise difficult to inspect or which the Inspector cannot visually examine. The Client agrees to assume all risk for all conditions, which are concealed from view at the time of the inspection.

Whether or not they are concealed, the following **ARE OUTSIDE THE SCOPE OF THIS INSPECTION.**

- Items buried or normally covered by construction
- In or below slab and/or sewer leaks
- Past/present or future roof leaks, layers of roofing material
- Detached structures, decks, docks, fences, sheds
- Latent defects, hidden conditions, flat concrete work
- Exterior / Interior painting, paneling and trim
- Floor and wall coverings, window treatments
- Cabinets, counter tops and back splashes
- Presence of termites or other wood-destroying insects, organisms, pest or rodent infestation
- Outside lighting, outside grills
- HVAC heat exchangers, electrical heat strips humidifiers, electrical filters, damper motors
- Self-cleaning items, solar devices, alarm systems, antennas, ice makers, central vacuum systems, refrigerators and laundry equipment
- Pool or spa bodies and underground piping
- Private water or private sewer systems
- Water softeners / purifiers systems or solar heating systems
- Adequacy or efficiency of any system or component
- Checking for pool, hot tub, spa, sauna, or sprinkler below finished grade water leaks.

MICROBIAL INSPECTION DISCLAIMER

No intrusive, moisture, and/or Indoor Quality (IAQ) tests were performed as they were beyond the scope of this inspection performed on this date. It should be also noted that various fungi, molds and mildews flourish in such an environment provided by moist and/or water damage conditions. A growing concern of many to date includes the adverse affect on Indoor Quality and potential for inherent health hazards with some immunocompromised individuals. Professionals in this specialized field of study, such as one with certifications as CIAQP, CIAQT, CMRS or CIH, continue to prove the direct relation of microbial growth with conditions, which are the result of damage due to interior water intrusion. After water enters the fibers of most building materials such as wood, drywall and especially fiberglass or cellulose insulation, the time frame for numerous species of microbial growth may start in as little as four hours. Thus, the reasoning and logic for immediate, proper remediation is absolutely critical for deterring microbial growth if its existence is proven. Due to concerns regarding observations made at the time of the inspection, as specifically noted in the aforementioned section, immediate investigation is recommended by only qualified, competent IAQ professional who have specific training and education in the Building Sciences studies.

DISPUTES: Client understands and agrees that any claim concerning the interpretation of this agreement or for failure to accurately report any visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the Inspector within (10) ten business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agent, employees or independent contractors will make no alterations, modifications or repairs to the claim discrepancy prior to a reinspection by the Inspector. Client understands and agrees that any failure to notify the Inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

ARBITRATION: Any dispute concerning the interpretation of this agreement or arising from this inspection report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of a recognized association. Except that the parties shall select an arbitrator whom is familiar or practicing within the home inspection industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code.

ATTORNEY'S FEES: If a lawsuit is filed by the Client against the Inspector and the Inspector successfully defends the claim of the Client. The Client agrees to pay the Inspector reasonable attorney's fees, court cost and any other cost incurred in the defending against such claims.

LIMITATION ON LIABILITY: Inspector's liability for mistakes or omissions in this inspection report are limited to a refund of the fee paid for the inspection report. The liability of the inspector's principals, agents, and employees is also limited to the fee paid. This limitation applies to anyone who is damaged or has to pay expenses of any kind because of mistakes or omissions in this inspection report. This liability limitation is binding on client and client's spouse, heirs, principals, assigns and anyone else who may otherwise claim through client. Client assumes the risk of all losses greater than the inspection fee paid for the inspection. Client agrees to immediately accept a refund of the fee as full settlement of any and all claims that may ever arise from this inspection.

I hereby acknowledge that I have read, understood and accept the Visual Inspection Agreement and authorize the inspection of the Property.

Signature of Client or Client's

Date

Signature of Authorized Inspector

Date