

Inspection Report Services, Limitations and Disclaimers

Client, whose signature and name appear below, hereby accepts and understands that a real estate inspection of a new building addition, improvement or that of an existing building or residence, is a non-technically exhaustive visual survey and evaluation of the basic performance of the systems and components of the building using normal controls, without the use by the Inspector of specialized equipment or technical procedures. **The sole purpose of the inspection is to provide the client with information regarding the general condition of the residence at the time of the inspection.**

Under Texas State law, the inspector is not required to inspect items other than those listed within the standards of practice, which require the inspector to survey visual aspects of the residence that are accessible to the inspector, and that in the reasonable judgment of the inspector are:

1. capable of being approached, entered or viewed without hazard to the inspector,
2. without having to climb over obstacles, or move furnishings or other large and/or heavy and fragile objects,
3. without using specialized equipment or other technical procedures
4. without disassembling items other than covers or panels intended to be removed for inspection
5. without damaging property, permanent construction or to building finishes, and
6. without using a ladder for portions of the inspection other than the roof or attic space.

At no time will the inspector be required to remove flooring or other carpeted surfaces to review or survey conditions which may be concealed.

The inspector will prepare a standard inspection report in a form commonly used by other inspectors in the industry to itemize or otherwise describe his findings as follows:

1. cosmetic findings (i.e, those related only to appearance or aesthetics and not related to performance, operability or water penetration) along with any
2. observed deficiency with regard to a component of a system; and
3. a condition, that in the reasonable judgment of the inspector, is a condition that adversely and materially affects the performance of a system, or a component, or which constitutes a hazard to life, limb, or property.

The Client agrees and understands that any condition identified by the inspector on the report (or any condition not so listed) shall be nothing more than the inspector's reasonable opinions and findings, and are necessarily limited by the inspector's ability to perform a visual survey of the property.

The client understands that the Inspector does not offer and will not perform any specialized procedures and connection with the inspection such as environmental testing, elevation measurement, calculations and any other method which requires destructive testing or otherwise damages sound materials or finishes. The inspector is not responsible for comprehensive investigation beyond the scope of a standard real estate inspection in order to determine the cause or effect of any deficiencies or other exploratory probing or discovery requiring the use of specialized knowledge, equipment or procedures.

Under Texas State law, the inspector is not required to inspect items other than those described above, and Client specifically agrees and understands the standards of practice **do not require the inspector to perform the following:**

1. Inspections of elevators, detached buildings, decks, docks, fences or waterfront structures or equipment.
2. Inspection of anything buried, hidden, or concealed.
3. To provide opinions or reports regarding subsurface drainage systems, automated or programmable control systems, security or data distribution systems, intercom, playgrounds, tennis courts, solar panels, pools/spas equipment, fountains, landscape lighting, or other smart home automation components.
4. Inspection of concrete flat work such as driveways, sidewalks walkways, heating stones or patios.
5. To determine the insurability, warrantability, suitability, adequacy, compatibility, reliability, marketability or similar opinions related to the property.
6. Inspection or determination of the presence or absence of pests, termites or other wood destroying insect organisms because these inspections are performed by individuals with technical expertise in the pest control industry.

The client understands and agrees the inspector will not be responsible for the determination or reporting as to whether or not there is the presence or absence or a risk of asbestos, lead based paint, mold, mildew, corrosive or contaminated drywall or any other environmental hazard, environmental pathogen, carcinogen, toxin or fungal presence or activity.

Additionally, Client understands that Texas State law does not require the inspector to anticipate future events or conditions, including but not limited, to decay, deterioration or damage that may occur after the inspection. The Inspection report will not include any opinion regarding the consequences of the inspection or its effects on current or future buyers and sellers. Nor will the inspection report determine whether or not any particular item is designated as safe, or make recommendations or provide engineering, architectural, appraisal, mitigation, physical surveying, Realty or other specialist services.

This Property Inspection Report reports on only the items listed and only on the current condition of those items as of the date of inspection. This report reflects only if the items inspected are observed to be "operable" or "inoperable" at the time of inspection; that is whether such items are observed to serve the purpose for which they are ordinarily intended, at this time. This report reflects only those items that are reasonably observable at the time of inspection. NO REPRESENTATION OR COMMENT is made concerning any latent defect or defects not reasonably observable at the time of the inspection or of items which require the removal of major or permanent coverings. For example, but without limitation, recent repairs, painting or covering may conceal prior or present leak damage which is not reasonably observable by the inspector and no representation or comment can be made. NO REPRESENTATION IS MADE CONCERNING ANY OTHER CONDITION OR THE FUTURE PERFORMANCE OF ANY ITEM. NO REPRESENTATION IS MADE AS TO ITEMS NOT SPECIFICALLY COMMENTED UPON. ALL WARRANTIES, EXPRESSED OR IMPLIED, NOT SPECIFICALLY STATED HEREIN ARE EXCLUDED AND

DISCLAIMED. If a comment is made concerning the condition of any item, the Client is urged to contact a qualified SPECIALIST to make further inspections or evaluations of that item. Client must notify Superior Real Estate Inspections, PLLC, in writing of any complaints within seven (7) days of the date of inspection and must thereafter allow prompt re-inspection of the item in question. Otherwise, all claims for damages arising out of such complaint are waived by Client. If Client institutes any legal action concerning this inspection, and fails to prevail on all causes of action alleged, Client shall be liable to Superior Real Estate Inspections, PLLC, for all its attorney's fees incurred in such action. Actual damages for any breach of contract or warranty, negligence or otherwise, are limited to the amount of the inspection fee paid. The Client, by accepting this Report or relying upon it in any way, expressly agrees to these Limitations and Disclaimers.

- Deficiencies: These are items that are not functioning as intended, improperly installed, and are considered to be unsafe or items that are functionally obsolescent. The inspection report is supplemental to any real estate transfer or seller's disclosure statement and shall not be used as a substitute for such disclosure statements.
- Comments: Inspector comments in bold red are the inspector's opinion regarding the state of component and/or possible evaluation recommendations. Other contractors may need to perform other evaluations for the deficiencies listed in the report. All evaluations should be subject through client agent's and/or other parties represented in providing client the best interest of deficiencies/evaluations listed in the inspection report.
- Pictures: Pictures are used to show you deficiency examples and other observatory components noted in the report. The pictures DO NOT show all defects or locations of the noted deficiency in most cases.

Information on Deficiency (repair) comments: Notes are not necessarily indications of a deficiency or defect. When a deficiency is reported, it is the client's responsibility to obtain further evaluations and/or cost estimates from qualified service professionals. Evaluations by qualified tradesmen may lead to the discovery of additional deficiencies which may involve additional repair costs. **Failure to address deficiencies or comments in a timely manner (prior to end of Option Period or Closing) as directed in this report may lead to further damage of the structure or systems and/or personal injury and add to repair costs.** Client may want to consider speaking to their real estate agent regarding home warranty options through a third party.

By signing this three page document, the Client affirms that he/she has read the above Inspection Report Services Limitations and Disclaimers, understands the contents, and has asked Inspector any questions which he/she may have in connection with the either the inspection process itself, or this Limitations and Disclaimers document. The Client affirms that he/she has full and complete authority to execute this contract on behalf of any spouse or significant other, and to fully bind any spouse or significant other to all the terms, conditions, limitations, and exclusions of this agreement. For more information concerning your rights, contact the Consumer Protection Division of the Attorney General's Office, your local District or County Attorney, or the attorney of your choice.

I FULLY and COMPLETELY understand that this inspection is not a warranty or guarantee. This inspection is essentially visual, it is not technically exhaustive, and it does not imply that every defect will be discovered. It is only a statement of opinion and/or condition as of and on this date.

By initialing here____, you authorize the Inspector to send an email copy of the inspection report to your Real Estate Agent.

SIGNED THIS _____.

Client Printed Name

Client Signature

Client Email Address

Client Cell
Phone

Realtor/Broker