



# PROPERTY INSPECTION REPORT

Prepared For: **Tara Simon**

(Name of Client)

Concerning: **1400 Herman Drive Unit 16C, Houston, Texas 77004**

(Address or Other Identification of Inspected Property)

By: **Daniel Selvidge #6120**

**July 24, 2019**

(Name and License Number of Inspector)

(Date)

## PURPOSE, LIMITATIONS AND INSPECTOR / CLIENT RESPONSIBILITIES

This property inspection report may include an inspection agreement (contract), addenda, and other information related to property conditions. If any item or comment is unclear, you should ask the inspector to clarify the findings. It is important that you carefully read ALL of this information. This inspection is subject to the rules (“Rules”) of the Texas Real Estate Commission (“TREC”), which can be found at [www.trec.texas.gov](http://www.trec.texas.gov). The TREC Standards of Practice (Sections 535.227-535.233 of the Rules) are the minimum standards for inspections by TREC licensed inspectors. An inspection addresses only those components and conditions that are present, visible, and accessible at the time of the inspection. While there may be other parts, components or systems present, only those items specifically noted as being inspected were inspected. The inspector is NOT required to turn on decommissioned equipment, systems, utility services or apply an open flame or light a pilot to operate any appliance. The inspector is NOT required to climb over obstacles, move furnishings or stored items. The inspection report may address issues that are code-based or may refer to a particular code; however, this is NOT a code compliance inspection and does NOT verify compliance with manufacturer’s installation instructions. The inspection does NOT imply insurability or warrantability of the structure or its components. Although some safety issues may be addressed in this report, this inspection is NOT a safety/code inspection, and the inspector is NOT required to identify all potential hazards. In this report, the inspector shall indicate, by checking the appropriate boxes on the form, whether each item was inspected, not inspected, not present or deficient and explain the findings in the corresponding section in the body of the report form. The inspector must check the Deficient (D) box if a condition exists that adversely and materially affects the performance of a system or component or constitutes a hazard to life, limb or property as specified by the TREC Standards of Practice. General deficiencies include inoperability, material distress, water penetration, damage, deterioration, missing components, and unsuitable installation. Comments may be provided by the inspector whether or not an item is deemed deficient. The inspector is not required to prioritize or emphasize the importance of one deficiency over another. Some items reported may be considered life-safety upgrades to the property. For more information, refer to Texas Real Estate Consumer Notice Concerning Recognized Hazards or Deficiencies below. THIS PROPERTY INSPECTION IS NOT A TECHNICALLY EXHAUSTIVE INSPECTION OF THE STRUCTURE, SYSTEMS OR COMPONENTS. The inspection may not reveal all deficiencies. A real estate inspection helps to reduce some of the risk involved in purchasing a home, but it cannot eliminate these risks, nor can the inspection anticipate future events or changes in performance due to changes in use or occupancy. It is recommended that you obtain as much information as is available about this property, including any seller’s disclosures, previous inspection reports, engineering reports, building/remodeling permits, and reports performed for or by relocation companies, municipal inspection departments, lenders, insurers, and appraisers. You should also attempt to determine whether repairs, renovation, remodeling, additions, or other such activities have taken place at this property. It is not the inspector’s responsibility to confirm that information obtained from these sources is complete or accurate or that this inspection is consistent with the opinions expressed in previous or future reports. ITEMS IDENTIFIED IN THE REPORT DO NOT OBLIGATE ANY PARTY TO MAKE REPAIRS OR TAKE OTHER ACTIONS, NOR IS THE PURCHASER REQUIRED TO REQUEST THAT THE SELLER TAKE ANY ACTION. When a deficiency is reported, it is the client’s responsibility to obtain further evaluations and/or cost estimates from qualified service professionals. Any such follow-up should take place prior to the expiration of any time limitations such as option periods. Evaluations by qualified tradesmen may lead to the discovery of additional deficiencies which may involve additional repair costs. Failure to address deficiencies or comments noted in this report may lead to further damage of the structure or systems and add to the original repair costs. The inspector is not required to provide follow-up services to verify that proper repairs have been made. Property conditions change with time and use. For example, mechanical devices can fail at any time, plumbing gaskets and seals may crack if the appliance or plumbing fixture is not used often, roof leaks can occur at any time regardless of the apparent condition of the roof, and the performance of the structure and the systems may change due to changes in use or occupancy, effects of weather, etc. These changes or repairs made to the structure after the inspection may render information contained herein obsolete or invalid. This report is provided for the specific benefit of the client named above and is based on observations at the time of the inspection. If you did not

Promulgated by the Texas Real Estate Commission (TREC) P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.state.tx.us>). REI 7-5 (05/4/2015)

Report Identification: **1400 Herman Drive Unit 16C, Houston, Texas 77004**

I=Inspected NI=Not Inspected NP=Not Present D=Deficiency

I NI NP D

hire the inspector yourself, reliance on this report may provide incomplete or outdated information. Repairs, professional opinions or additional inspection reports may affect the meaning of the information in this report. It is recommended that you hire a licensed inspector to perform an inspection to meet your specific needs and to provide you with current information concerning this property.

### **TEXAS REAL ESTATE CONSUMER NOTICE CONCERNING HAZARDS OR DEFICIENCIES**

Each year, Texans sustain property damage and are injured by accidents in the home. While some accidents may not be avoidable, many other accidents, injuries, and deaths may be avoided through the identification and repair of certain hazardous conditions. Examples of such hazards include:

- malfunctioning, improperly installed, or missing ground fault circuit protection (GFCI) devices for electrical receptacles in garages, bathrooms, kitchens, and exterior areas;
- malfunctioning arc fault protection (AFCI) devices;
- ordinary glass in locations where modern construction techniques call for safety glass;
- malfunctioning or lack of fire safety features such as smoke alarms, fire-rated doors in certain locations, and functional emergency escape and rescue openings in bedrooms;
- malfunctioning carbon monoxide alarms;
- excessive spacing between balusters on stairways and porches;
- improperly installed appliances;
- improperly installed or defective safety devices;
- lack of electrical bonding and grounding; and
- lack of bonding on gas piping, including corrugated stainless steel tubing (CSST).

To ensure that consumers are informed of hazards such as these, the Texas Real Estate Commission (TREC) has adopted Standards of Practice requiring licensed inspectors to report these conditions as "Deficient" when performing an inspection for a buyer or seller, if they can be reasonably determined.

These conditions may not have violated building codes or common practices at the time of the construction of the home, or they may have been "grandfathered" because they were present prior to the adoption of codes prohibiting such conditions. While the TREC Standards of Practice do not require inspectors to perform a code compliance inspection, TREC considers the potential for injury or property loss from the hazards addressed in the Standards of Practice to be significant enough to warrant this notice.

Contract forms developed by TREC for use by its real estate licensees also inform the buyer of the right to have the home inspected and can provide an option clause permitting the buyer to terminate the contract within a specified time. Neither the Standards of Practice nor the TREC contract forms require a seller to remedy conditions revealed by an inspection. The decision to correct a hazard or any deficiency identified in an inspection report is left to the parties to the contract for the sale or purchase of the home.

**INFORMATION INCLUDED UNDER "ADDITIONAL INFORMATION PROVIDED BY INSPECTOR", OR PROVIDED AS AN ATTACHMENT WITH THE STANDARD FORM, IS NOT REQUIRED BY THE COMMISSION AND MAY CONTAIN CONTRACTUAL TERMS BETWEEN THE INSPECTOR AND YOU, AS THE CLIENT. THE COMMISSION DOES NOT REGULATE CONTRACTUAL TERMS BETWEEN PARTIES. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY CONTRACTUAL TERM CONTAINED IN THIS SECTION OR ANY ATTACHMENTS, CONSULT AN ATTORNEY.**

---

### **ADDITIONAL INFORMATION PROVIDED BY HEDDERMAN ENGINEERING INC.**

---

It is the purpose of this report to give our client our educated and experienced opinion of the condition and function of the stated property as visually inspected by Hedderman Engineering, Inc. The inspection is limited to those components which were visible and accessible at the time of the inspection. It is noted that this report contains the opinion of this Inspector of the stated property as it appeared on the day of the inspection and is in no way a warranty of any component in the days and future following the inspection. All mechanical components are judged on the basis of age, condition, and the function of those items as they appeared on the day of the inspection and are not guaranteed to continue functioning in that manor in the future. It is recommended that the buyer purchase a home warranty policy to protect oneself from both unexpected and anticipated problems that may occur in the future. It is noted that Hedderman Engineering, Inc. is not responsible for any problems found in the condo during or after components are opened up, disassembled, uncovered, made visible, or made accessible after the inspection is completed.

If a service company is contacted to examine an area of question and comes to the conclusion that there is no repair needed; have them present to you in writing that the item is in compliance with a prevailing code and is functioning properly, not in need of repair.

Report Identification: **1400 Herman Drive Unit 16C, Houston, Texas 77004**

I=Inspected NI=Not Inspected NP=Not Present D=Deficiency

I NI NP D

It is the intent of this inspector to work in compliance with the Standards Of Practice For Real Estate Inspectors. It is not required of this company to exceed these standards. You may obtain a copy of the document referred to above by contacting the Texas Real Estate Commission. It is also noted that this is not a “code inspection” but rather an inspection of the condition and function of the stated property.

If there are any questions or problems please call Hedderman Engineering, Inc. at 281-355-9911.

Although this report may include observations of some building code violations, total compliance with mechanical, plumbing, electrical codes, specifications, and/or legal requirements is specifically excluded. We do not perform “code” inspections, and since building codes change every few years, our inspections are not done with the intention of bringing every item in the property into compliance with current code requirements. Rather, the standard of our inspections is a performance standard to determine if the items inspected are functioning at the time of the inspection, or are in need of repair. This is particularly applicable to Home Warranty policies, where the standards of the Home Warranty service company are often different than our stated performance standard for judging whether a piece of equipment is functional or in need of repair. If you intend to rely on a Home Warranty policy, then it is recommended that you contact the appropriate service companies for a more in-depth analysis of what may be required to meet their standards should a claim be made against the policy.

Thank you,  
Daniel Selvidge



## I. STRUCTURAL SYSTEMS



Comments:

Per our agreement, the structural portions of the condo and building are not included in the scope of this inspection and are not included in this report. (Information)

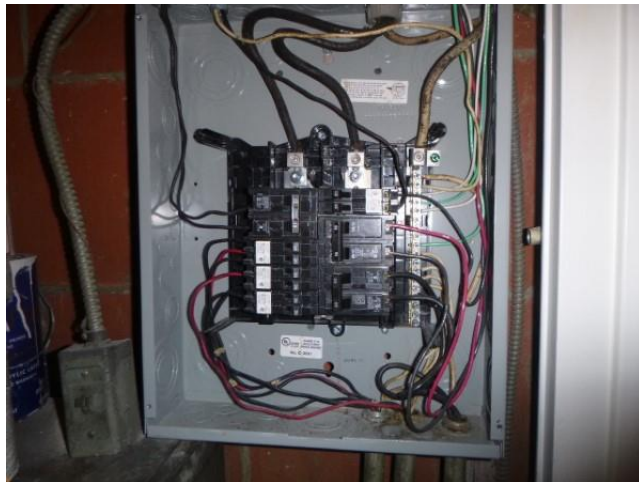
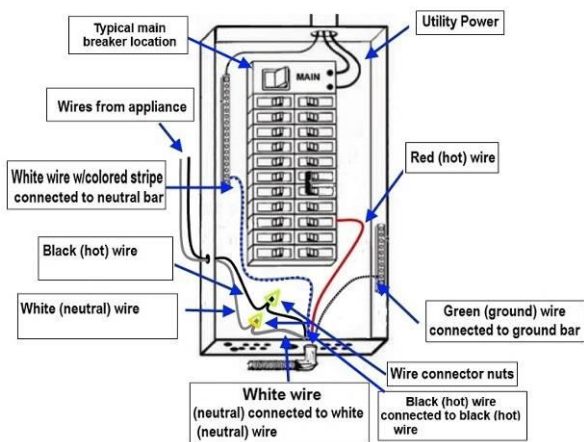
## II. ELECTRICAL SYSTEMS

### A. Service Entrance and Panels

Comments:

The electrical service is provided by a 120/240 volt, single-phase service to a breaker panel located at the foyer closet. The breaker panel was manufactured by Siemens and was rated at 125-amperes. The main service entrance conductors into the breaker panel were nickel plated copper and the branch circuit wiring from the panel was copper. The wiring in the condo was a 3-wire grounded system. (Information)

Circuit Breaker Wiring Diagram



### Breaker Panel Boxes

No items requiring repair were visible at the time of the inspection. The breakers were all properly sized, the panel was properly grounded, and the wiring inside the panel did not need repairs. (Information)

Arc Fault Circuit Interrupters (AFCI) were not installed for the condo at the time of the inspection. An AFCI device is intended to shut off the power to a 120-volt circuit should an electrical arc be detected in the circuit. It is pointed out, from 2002-2008 it was mandatory for condos to be equipped with AFCI breakers for the 120-volt circuits in the bedroom areas. After 2008, most 120-volt circuits should be protected by AFCI breakers (with few exceptions). It is noted that this houses' current condition regarding AFCI protection is considered an "as built" condition by the local building authorities.

**B. Branch Circuits, Connected Devices, and Fixtures**

*Type of Wiring: Copper - Non-metallic sheathed*

*Comments:*

**Receptacle Outlets**

Two 3-prong outlets that were not grounded properly were located at the living room. It is recommended that an electrician be contacted, and the necessary repairs made.

**Obtain Cost Estimate**

Outlets that were loose on the wall and need to be secured were located at the living room and bedroom.

**Obtain Cost Estimate**

Outlets that were protected by a ground fault circuit interrupt (GFCI) devices included the outlets at the bathroom and at the kitchen countertop area. The GFCI devices were checked and the power to the outlets turned off when the test buttons were pressed. (Information)

**Light Switches and Fixtures**

No items requiring repair were visible at the time of the inspection. (Information)

**Door Bell**

No items requiring repair were visible at the time of the inspection. (Information)

**Smoke and Carbon Monoxide Alarms**

The condo does not meet the current code concerning smoke alarms. This condo is an older home and if bringing the condo into current standards is desired, it is recommended that you contact a service contractor to make all of the needed repairs. Smoke detectors are currently required to be connected in a manner that causes one detector to engage each unit should an alarm be tripped, and smoke detectors are required inside each bedroom, outside of bedrooms, hallways, stairwells, and at each floor.

**Further investigation is recommended.**

**III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS**

It is pointed out that our inspection of the air conditioning and heating system(s) is a limited, visual inspection where we check the equipment as it has been installed to determine whether or not the system(s) is cooling and/or heating at the time of the inspection. Our inspection is necessarily a cursory inspection, as we do not determine the sizing, adequacy, or design of any component in the system, or the compatibility of the individual components, nor the installation of the system(s) to be in conformity to the latest building code requirements. If you desire an in-depth analysis of the HVAC system(s), then it is recommended that a service company be contacted to analyze the system(s). This is particularly important if the system(s) is an older system and has only a limited amount of remaining life due to its age and/or condition.



**A. Heating Equipment**

*Type of System: Forced Air – 4-pipe chilled and heated water system*

*Energy Sources: Electric*

*Comments:*

The heating and cooling for the condo was provided by a central supplied heated and chilled water system that provided conditioned water to a fan coil unit located in the foyer closet. The manufacturer of the equipment and age of the equipment was not determined at the time of the inspection, however the equipment appeared to be 20+ years old. (Information)



The equipment was functional at the time of the inspection. However, due to the age and/or condition of the equipment, it is the opinion of the inspector that the equipment has only a limited amount of life remaining. (Information)

**Heating Performance**

The equipment was not heating at the time of the inspection. It is pointed out that most buildings do not operate the boiler system for the building during the summer and hot water is not provided to the equipment at this time.

**Further investigation is recommended.**

**B. Cooling Equipment**

*Type of System: 4-pipe Chilled and heated Water System*

*Comments:*

The heating and cooling for the condo was provided by a central supplied heated and chilled water system that provided conditioned water to a fan coil unit located in the foyer closet. The manufacturer of the equipment and age of the equipment was not determined at the time of the inspection, however the equipment appeared to be 20+ years old. (Information)

**Cooling Performance**

No items requiring repair were visible at the time of the inspection for the cooling 15 performance of the system. The air conditioning equipment was observed to be cooling 20 degrees across the evaporator coil at the time of the inspection. (Information)

We measure the temperature drop ( $\Delta T$ ) across the coil(s) at each unit at the time of the inspection and our observations have been recorded above in the description of each zone. It is pointed out that our measurements of the cooling performance of the equipment is only at a “point in time”, and cannot reflect whether the equipment has been recently serviced, or what the future performance of the equipment will be after the day of the inspection. Further investigation with the homeowner is recommended to determine when the equipment was last serviced.

**Fan Coil Unit**

Rust was observed in the bottom of the equipment indicating previous standing water inside the equipment. No water was observed in the pan at this time. Further investigation with the owner and/or a service company is recommended.



**C. Ducts, Chases and Vents**

*Comments:*

*Type: Ridged Ducts*

The intake air registers were dirty at the kitchen and bathroom and need to be cleaned. It is recommended that you contact a contractor to provide a cost estimate for any needed repairs.



## IV. PLUMBING SYSTEM

**A. Plumbing Supply, Distribution Systems and Fixtures**

*Location of water meter: Unknown, further investigation is recommended*

*Location of main water supply valve: Unknown, further investigation is recommended*

*Static water pressure reading: Unknown, contact the building HOA*

*Water Supply Material: Appeared to be Copper*

*Comments:*

### Sinks & Lavatories

The faucet at the kitchen sink was observed to be a touch sensor style faucet which is intended to turn off and on by touching the surface of the equipment. It is noted that the faucet was nonfunctional at the time of the inspection and did not turn on. Further investigation is recommended with a service contractor to provide a cost estimate for any needed repairs.

**Obtain Cost Estimate**

### Toilets

No items requiring repair were visible at the time of the inspection to the operation of the toilet. The toilet was flushing properly, with no leaks visible in the plumbing, the wax seal, or the internal valves. (Information)

### Tubs/Showers

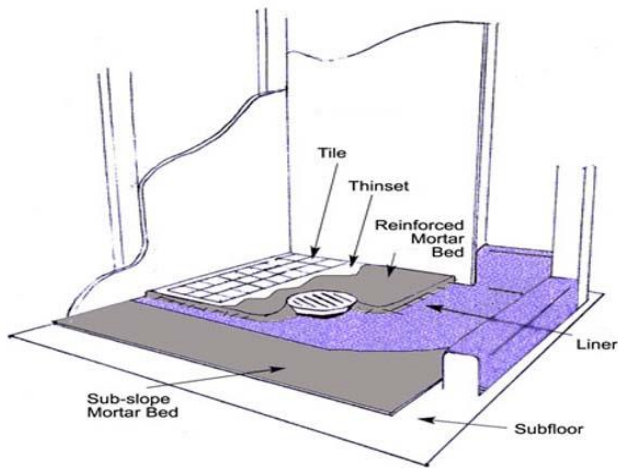
The shower head was leaking and needs to be repaired.

**Obtain Cost Estimate**



The shower valve needs to be caulked at the shower.

**Obtain Cost Estimate**



No evidences of a current shower pan leak were visible at the time of the inspection for the shower located at the master bathroom. It is pointed out that the duration of our shower pan leak check is only for a portion of the time spent during the inspection. It is recommended that a plumber be contacted to perform a shower pan leak check.

**B. Drains, Wastes, and Vents**

*Sewer piping Material: PVC and Steel were observed*

*Comments:*

No items requiring repair were visible for the operation of the drain system at the time of the inspection. No evidences of a system wide problem were observed when the system was operationally checked by running water through each of the plumbing fixtures during the duration of the inspection. It is noted that most of the drain waste system in the walls, under the condo, and in the ceilings is not visible. If further investigation is desired, it is recommended that a plumber be contacted to perform an in depth survey. (Information)

**C. Water Heating Equipment**

*Energy Source: N/A*

*Capacity: N/A*

*Hot Water Temperature: 119F*

*Comments:*

The hot water for this unit was provided by the project, and the boilers are maintained by the building association. There appeared to be an adequate supply of hot water to the unit at the time of the inspection. (Information)

**D. Hydro-Massage Therapy Equipment**

*Comments:*

Hydro-therapy equipment was not present at the time of the inspection.

## V. APPLIANCES

The kitchen appliances were not inspected per the buyer's instructions. If further investigation is desired, a service contractor should be contacted.

**A. Dishwashers**

*Comments:*

**B. Food Waste Disposers**

*Comments:*

**C. Range Hood and Exhaust Systems**

*Comments:*

**D. Ranges, Cooktops, and Ovens**

*Comments:*

**E. Microwave Ovens**

*Comments:*

**F. Mechanical Exhaust Vents and Bathroom Heaters**

*Comments:*

A bath exhaust fan was not installed at the time of the inspection. It is pointed out that a vent that connects to a central building exhaust system was provided.

**G. Garage Door Operators**

*Comments:*

The equipment was not present at the time of the inspection.

**H. Dryer Vents**

*Comments:*

The equipment was not present at the time of the inspection.

**I. Other**

*Comments:*

Although not required, a cursory check was made on the washing machine and dryer to determine whether or not the equipment was functional at the time of the inspection. The equipment was operated and appeared to be performing their intended function at the time of the inspection. If a more in-depth inspection is desired, it is recommended that a service company be contacted for further investigation. (Information)

## VI. OPTIONAL SYSTEMS

**A. Security Systems**

*Comments:*

Security systems are not included in the scope of this inspection. If further investigation is desired, it is recommended that a service company be contacted.

**B. Fire Protection Equipment**

*Comments:*

Fire protection equipment is not included in the scope of this inspection. If further investigation is desired, it is recommended that a service company who specializes in this field be contacted.

### CLOSE

Opinions and comments stated in this report are based on the apparent performance of the items included within the scope of the inspection, at the time of the inspection. Performance standards are based on the knowledge gained through the experience and professional studies of the inspector. There is no warranty or guarantee, either expressed or implied, regarding the habitability, future performance, life, merchantability, and/or need for repair of any item inspected. It is recommended that a Home Warranty Policy be provided to protect the appliances and mechanical equipment against unforeseen breakdowns during the first year. Check with your agent for details.

Report Identification: **1400 Herman Drive Unit 16C, Houston, Texas 77004**

I=Inspected NI=Not Inspected NP=Not Present D=Deficiency

I NI NP D



## **HEDDERMAN ENGINEERING, INC.**

www.heddermanengineering.com Office 281-355-9911, Fax 281-355-9903 office@heddermanengineering.com

---

---

DATE: July 24, 2019

TO: Tara Simon

REF: Inspection of the condo at 1400 Hermann Drive Unit 16C, Houston, Texas

Total cost of inspection: \$400.00

Total Paid: \$400.00

Total Due: - 0 -

Report Identification: **1400 Herman Drive Unit 16C, Houston, Texas 77004**

I=Inspected NI=Not Inspected NP=Not Present D=Deficiency

I NI NP D

**For your records, following is the Service Agreement that you executed for this inspection.**

## **HEDDERMAN ENGINEERING, INC.**

Office: 281-355-9911 Fax 281-355-9903

[office@heddermanengineering.com](mailto:office@heddermanengineering.com) [www.heddermanengineering.com](http://www.heddermanengineering.com)

### **Real Estate Inspection Service Agreement**

**NOTICE: THIS AGREEMENT IS INTENDED TO BE A LEGALLY BINDING CONTRACT - PLEASE READ IT CAREFULLY**

**DATE OF INSPECTION:** July 24, 2019

**CLIENT NAME:** Tara Simon

**PROPERTY ADDRESS:** 1400 Hermann Drive Unit 16C

**COST OF INSPECTION:** \$400.00

#### Purpose of inspection

The purpose of the inspection is to view selected components and/or systems, and to inform you, our client, of our observations and opinions from a NON-INVASIVE VISUAL SURVEY on whether or not those selected components and/or systems are functioning on the day of the inspection, or are in need of repair. Although this report may include observations of some building code violations, total compliance with structural, mechanical, plumbing, electrical codes, specifications, and/or legal requirements is specifically excluded. Since building codes change every few years, our inspections are not done with the intention of bringing every item in the house into compliance with current code requirements. Rather, the standard of our inspections is a **PERFORMANCE STANDARD** to determine if the items inspected are functioning at the time of the inspection, or are in need of repair. It is pointed out that other engineers/inspectors may have contrasting opinions to those given in this report. It is not our purpose to verify the adequacy and/or design of any component of the house.

It is not within the purpose and/or scope of this report to determine the insurability, habitability, merchantability, future performance, suitability of use, economic life span, deferred maintenance issues, and/or issues unnamed in this report. This report is not an insurance policy, neither is it an expressed nor implied warranty and/or guarantee as to future life and/or continued performance of the items inspected. Our inspection and report are intended to express the inspector's perceived impression of the apparent performance of the inspected components and systems viewed on the date of the inspection. Our intent is to reduce your risk associated with this transaction, however we cannot eliminate all risk, nor assume your risk. Any items pointed out as in need of repair or further investigation should be evaluated by a qualified repair specialist or service company who should provide estimated repair costs **WITHIN THE OPTION PERIOD OR PRIOR TO CLOSING ON THE PROPERTY**.

It is recommended that you obtain as much history as is available concerning this property. This historical information may include copies of any seller's disclosures, previous inspection or engineering reports, building drawings and/or specifications, bids to perform repair work on the property, receipts from repair work that has been performed, reports performed for or by relocation companies, municipal inspection departments, lenders, insurers, and appraisers. You should attempt to determine whether repairs, renovations, remodeling, additions or other such activities have taken place at this property.

#### Scope of inspection

The scope of the inspection includes limited, visual observations at the interior of the unit. Only those items readily accessible and visible at the time of the inspection will be viewed and included in this report. Any items causing visual obstruction, including, but not limited to, furniture, furnishings, floor or wall coverings, appliances, stored items, etc., will not be moved. Disassembly or removal of any portion of the structure, mechanical equipment, plumbing equipment, or electrical equipment is beyond the scope of this inspection.

The components of the property included, if applicable, in the scope of the inspection:

#### Mechanical:

Air conditioning and heating systems, water heater, built-in appliances, and garage door opener.



**Report Identification: 1400 Herman Drive Unit 16C, Houston, Texas 77004**

I=Inspected NI=Not Inspected NP=Not Present D=Deficiency

I NI NP D

Plumbing:

Water and gas supply lines that are visible, sinks, toilets, tubs, showers, visible drain lines, and vents.

Electrical:

Service conductors, distribution panel, visible wiring, light fixtures, switches, and accessible receptacle outlets.

Limited Structural Component Inspection

Doors, windows, floor covers, ceilings, walls, and water penetration to the interior of the structure.

It is pointed out that inspections of these structure components are limited to these items. We do not and can not determine the overall integrity of the major structural systems in this limited mechanical inspection, including the following: foundation, structural framing, exterior cladding, and roof.

The following items, even if present in the subject property, are not inspected and do not constitute any part of the inspection services to be performed hereunder unless a specific notation is made on this report stating its condition.

Alarm Systems, Clock Timers, Landscape Lighting, Sump Pumps, Wood Destroying Insects/Pests, Antennas, Environmental Hazards, Laundry Equipment, Water Filters, Geological faults/subsidence, Automatic Oven Cleaners, Fire Sprinklers System, Mold/Microbial, Water Wells, Mosquito Misting Systems, Buried/Concealed Plumbing, Fire/Smoke Alarm Systems, Septic Systems, Indoor Air Quality Asbestos, Low Voltage and data Systems, Lights on Photo-cell/timers, Carbon Monoxide Alarms, and Water Softeners/water treatment systems and all related piping.

Limitations of Inspection

A visual inspection method will generally produce a competent first impression assessment of the apparent performance of the mechanical, plumbing, and electrical components, provided repairs have not been performed which would cover distress patterns normally produced by problems. Because the inspection procedure is visual only, and is not intended to be diagnostic and/or technically exhaustive, an inherent residual risk remains that undiscovered problems exist and/or future problems will develop.

This report is provided solely for the use of the person to whom this report is addressed, and is in no way intended or authorized to be used by a third party, who may have different requirements, and to whom we have not contracted with to perform an inspection. If a third party chooses to use this inspection report, they do so without HEDDERMAN ENGINEERING, INC. permission or authorization, and they do so at their own risk.

Reinspections:

HEI typically does not perform reinspections on the property. However, if we agree to return to the property, it is with the understanding that we are not certifying the adequacy of any repair work that has been done, and there will be an additional fee charged for the re-inspection. This is also true for conditions that are beyond the control of the inspector and hinder the inspector during the inspection, such as inclement weather, lack of adequate access, utilities that are off, non-functional equipment, etc. If a return trip to the unit is requested to finish items that were not able to be completed at the time of the originally scheduled inspection, then an additional fee will be charged.

Dispute Resolution

In the event of a complaint concerning the inspection services provided, Client must notify HEDDERMAN ENGINEERING, INC. in writing of such complaint within ten (10) business days of the date of discovery and thereafter allow a prompt re-inspection of the item relating to the claimed condition. Client further agrees that client and its agents, employees or independent contractors will make no alterations, repairs or replacements to the claimed condition prior to a re-inspection by the inspector. Failure to comply with this procedure shall constitute a complete bar and waiver of any and all claims client may have against inspector related to the alleged act, omission or claimed condition.

---

**LIMITATION OF LIABILITY:**

**In any event the inspector fails to fulfill the obligations under this agreement, CLIENTS EXCLUSIVE REMEDY AT LAW OR IN EQUITY AGAINST INSPECTOR IS LIMITED TO A MAXIMUM RECOVERY OF DAMAGES EQUAL TO THE INSPECTION FEE PAID HEREIN. CLIENT VOLUNTARILY AGREES TO WAIVE THEIR RIGHTS UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ. BUSINESS & COMMERCE CODE. This limitation of liability applies to anyone, including client, who is damaged or has to pay expenses of any kind, including attorney fees and costs. Client assumes the risk of losses greater than the refund of the fee paid herein. Client acknowledges that this limitation of liability is reasonable in view of the relatively small fee that inspector charges for making the inspections when compared with the potential of exposure that inspector might otherwise incur in the**

Report Identification: **1400 Herman Drive Unit 16C, Houston, Texas 77004**

I=Inspected NI=Not Inspected NP=Not Present D=Deficiency

I NI NP D

**absence of such limitation of liability, and that a much higher fee would be charged if the inspector were  
subject to greater liability.**

---

Statute of Limitations

The parties agree that no claim, demand, or action, whether sounding in contract or in tort, may be brought to recover damages against the inspector, or its officers, agents, or employees MORE THAN ONE YEAR AFTER THE DATE OF THE INSPECTION. TIME IS EXPRESSLY OF THE ESSENCE HEREIN. Client understands that this time period may be shorter than otherwise provided by law.

Acceptance of Report

By signing I confirm that I have read, understood, and agree to the above pre-inspection service agreement, and that I agree to be bound by these terms and conditions. In the absence of Client to sign this service agreement prior to or at the time of the inspection, then acceptance of the report and/or payment for the inspection shall constitute agreement with all of the terms of this agreement. The report to be prepared by inspector shall be considered the final and exclusive findings of the inspector regarding the inspection of the property. Client shall not rely on any oral statements made by the inspector prior to issuance of the printed report.

***NOTE: IF THE INSPECTION IS CANCELLED LESS THAN ONE FULL BUSINESS DAY BEFORE THE SCHEDULED TIME, THE BUYER WILL BE CHARGED ½ OF THE ORIGINAL INSPECTION FEE.***



**I HAVE READ AND ACCEPT THIS AGREEMENT**