



## **HEDDERMAN ENGINEERING, INC.**

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

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January 22, 2018

TO: Mr. Joe and Patty Sobecki

REF: CONDITION OF PROPERTY SURVEY

Dear Mr. and Mrs. Sobecki:

At your request, a visual survey of the house located at 3211 Seminole Peak Lane, Katy, Texas, was made by Mr. Dennis Polk and Mr. Anthony Long.

Transmitted herewith are the structural and mechanical inspection reports stating our professional opinions on whether the items of construction included in the survey are performing their intended function on the day of the inspection, or are in need of repair. The scope of our inspection and other important information, particularly in the area of dispute resolution should a question arise, is contained in our Service Agreement, which has been included at the end of this report.

Thank you for asking HEDDERMAN ENGINEERING, INC. to perform this important inspection work for you. If you have any questions after reviewing this report, please feel free to call me at my office.

At your service,

HEDDERMAN ENGINEERING, INC.  
Tim Hedderman, President



**3211 Seminole Peak Lane**

## **INTRODUCTION**

The purpose and scope of the inspection are detailed below, as well as in the executed Service Agreement at the end of this report. Also included are the limitations of the inspection.

## **PURPOSE**

The purpose of the inspection was to view the components of the house included in the inspection and to give our opinions on whether or not these specific items were functioning at the time of the inspection, or were 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. This also applies to all non-code making bodies, including but not limited to, the Brick Institute of America and the Texas Lathing and Plastering Contractors Association and their respective recommendations of building construction details. **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 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 if they are in need of repair. This is particularly applicable to Home Warranty policies, where the standards of the Home Warranty service company may differ than the scope of 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 Home Warranty company of your choice for a more in-depth analysis of what may be required to meet their standards should a claim be made against their policy.** It has been our experience that Home Warranty companies may require the equipment to be in total compliance with current code (even if it was installed before the current code was adopted) to be covered under their policy, and if so, it is recommended that you contact the appropriate service companies for a code compliance certification inspection.

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 to perform the 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.

It is our purpose to provide information on the condition of the house on the day of the inspection. It is not our purpose to provide discussions or recommendations concerning the future maintenance of any part of the house, or to verify the adequacy and/or design of any component of the house. It is pointed out that other engineers/inspectors may have contrasting opinions to those given in this report.

Items that we find that in our opinion are in need of repair will typically include the recommendation to **Obtain a Cost Estimate** from qualified contractors. The scope and cost of the actual repairs can vary significantly from company to company, and it is your responsibility to see that the scope of work needed and actual cost of repairs is confirmed by contacting one or more qualified service companies **before your option period ends or before closing on the property.** This report may also contain informational items which are included as a courtesy to help you become more aware of the condition of the house.

In the performance of this inspection, HEDDERMAN ENGINEERING, INC. has acted as an engineering consultant subject to the standards of the State Board for Professional Engineers.

## **SCOPE**

The scope of the inspection included limited, visual observations at the interior and exterior of the structure. Only those items readily visible and accessible at the time of the inspection were viewed and are included in this report. Any items causing visual obstruction, including, but not limited to furniture, furnishings, floor or wall coverings, pictures, foliage, registers and grills on HVAC ductwork, soil, appliances, insulation, etc., were not moved.

The basis of our opinions will be the apparent performance of that portion of the house readily visible at the time of the inspection. Disassembly or removal of any portion of

the structure, mechanical equipment, plumbing equipment, or electrical equipment is beyond the scope of this inspection.

There is no warranty or guarantee, either expressed or implied, regarding the habitability, future performance, life, insurability, merchantability, workmanship, and/or need for repair of any item inspected.

The components of the house included in scope of the inspection, if present and applicable, include:

- Structural: Foundation, primary load-carrying framing members, roof surface, water penetration, and miscellaneous items related to the house.
- Mechanical: Air conditioning and heating systems, water heaters, built-in kitchen appliances, and garage door openers.
- Plumbing: Water and gas supply lines, sinks, toilets, tubs, showers, visible drain lines inside the house, and vents.
- Electrical: Service entrance conductors, electric meter, distribution panel, visible wiring, light fixtures, switches, and receptacle outlets.
- Sprinkler: Control panel, solenoid valves, backflow prevention device(s), piping, and sprayer heads.
- Pool: The basin, deck, pumps, filters, piping, heater, and electrical.

Items specifically excluded from our inspection include:

- Tainted and Corrosive sheetrock (Chinese Sheetrock),
- All pests, wood destroying insects, conducive conditions, ants, or rodents.
- All equipment related to mosquito control.
- All items related to major geological conditions such as faults or subsidence.
- All underground piping, including water, sewer, and gas piping.
- Water softening and water treatment systems.
- Identifying products that have been recalled.
- Pressure testing of gas system.
- All low voltage lighting systems and/or photocells.
- All low voltage data systems such as telephone, cable TV or data lines.
- All fire detection, carbon monoxide, smoke alarms and/or security alarm systems.
- All environmental hazards, or any toxic/hazardous materials including, but not limited to: radon gas, lead, formaldehyde, electromagnetic, any and all items related to asbestos.
- A backup generator and transfer switch panel.
- Any electrical load analysis on the electrical system to determine adequacy of the service or any branch circuit.

If you desire information or inspections concerning the items listed above, or any other items, then it is recommended that you contact the appropriate service companies.

Also excluded from the scope of the inspection are any and all items related to mold and/or all microbial substances. Due to the current limitations of coverage on most homes by the insurance industry in Texas, where damages due to mold and/or other microbial substances may not be covered, we routinely recommend that you have a mold inspection by a qualified professional before you close on the house.

Built-in appliances and mechanical equipment were operated in at least one, but not all, of their operating modes, where possible. If you desire for every operating mode of each piece of equipment to be operationally checked, then it is recommended that you contact a service company. Equipment and materials that are not visible, including structural components, underground plumbing and gas lines, and all other items not normally available for ready viewing, are excluded from the scope of this inspection. If you desire an inspection on the underground plumbing pipes or a hydrostatic test to determine if the plumbing pipes are leaking under the house, then it is recommended that you contact a plumber. No electrical circuit or load analysis will be performed on the electrical system.

We make no representation regarding the condition of this house other than as contained in this written report. Any verbal discussions concerning this house that were made at the time of the inspection, and not contained in this written report, are not to be relied upon.

Although the structural portion of this inspection was made by an engineer, it cannot be considered to be a formal engineering study since no calculations, structural analysis, or physical material testing were performed. If engineering drawings/specifications have been made available during this inspection and, if they have been viewed, it is pointed out that all such viewing is strictly cursory, and in no way should our cursory examination be construed as providing engineering judgments concerning the adequacy or acceptability of the drawings/specifications.

It is pointed out that it is possible for latent defects to exist in the structure and its related equipment, underground piping, and systems that are not visible at the time of the inspection, and may not be able to be viewed during a limited visual inspection. This is particularly applicable in items relating to water, such as roof leak, water penetration conditions, etc., where the condition may exist, but not be visible at the time of the inspection (e.g. where it has not rained for a period of time, allowing materials time to dry out). HEDDERMAN ENGINEERING, INC. does not claim or warrant that the observations listed in this report represent every condition that may exist. In using the information supplied by this inspection, one must recognize the limitations of a limited, visual inspection, and accept the inherent risk involved.

It is recommended that you obtain as much history as is available concerning this house. 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 house, knowledge of any drainage problems, 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, renovation, remodeling, additions or other such activities have taken place at this house.

## **DESCRIPTION OF HOUSE**

The house was a two story wood frame dwelling with brick and stone veneer, a composition shingle roof, and was supported on a slab on grade concrete foundation reinforced with post tensioned cables. The house had a two car attached garage. The house was vacant at the time of the inspection, and the house, according to HAR, was built in 2013.

**FOR THE PURPOSES OF THIS INSPECTION, NORTH WILL BE ASSUMED TO BE FROM THE RIGHT SIDE OF THE HOUSE TOWARDS THE LEFT, WHEN FACING THE HOUSE FROM THE FRONT.**

# **STRUCTURAL**

## **FOUNDATION**

### Description

The foundation was a concrete slab on grade, and was reinforced with post tensioned cables.

## **EVIDENCES OF DIFFERENTIAL MOVEMENT**

Note that it is not HEI's purpose to exhaustively document each and every evidence that may be related to foundation movement, but rather to document a representative sample and/or the most significant evidences of movement upon which we base our opinion on the condition of the foundation.

### Levelness

The floors were checked with an electronic level, and were observed to be sloping generally toward the master bedroom and front bedroom areas. The difference in elevation between the high point and low point was 1.2 inches. The high point was located at the utility room, and the low point was located at the master bedroom.

The unlevelness takes place over a horizontal distance of approximately 40-45 feet.

Note also that elevation readings taken at the garage area are relatively large numbers relative to the reference point due to the step down into the garage area.

See our field sketch showing the elevation readings at the end of this report. Note that the "R" on the sketch is our randomly chosen starting reference point, where the elevation is 0, and all other elevation readings are taken relative to the reference point, and are measured in inches to the nearest 1/10 inch.

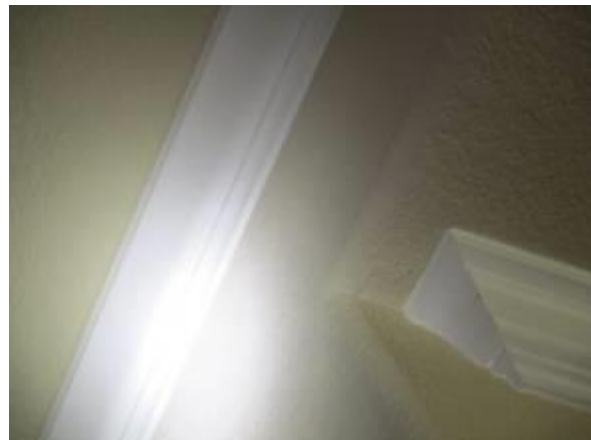
We typically point out that foundations are rarely constructed perfectly level, so most properties have some unlevelness (typically  $\frac{3}{4}$  to 1-1/2 inches) built into the foundation as part of original construction. We have no knowledge as to how much unlevelness was built into this house foundation during original construction.

### Veneer Cracks

Cracks in the exterior veneer were minimal in number and degree.

### Sheetrock Cracks

Sheetrock cracks, patches, and/or compression ridges were observed, including at: living room and master suite.





### Concrete Cracks

Cracking of the foundation concrete exists in virtually all foundations. Although no cracks were observed in this foundation, it is probably not an exception. It is pointed out that cracking is a normal property of concrete and other brittle materials, and Hedderman Engineering, Inc. assumes no responsibility should cracks be found that are not mentioned in this report.

The corner of the foundation was observed to be chipped. This condition is typically caused by differences in thermal expansion between the brick veneer and the concrete foundation. Also, this condition can be caused by a lack of reinforcement in the corner of the foundation during original construction. In our opinion, this condition does not affect the overall structural integrity of the foundation. Locations included: northwest and southeast







### Separations of Materials

Some separations and differential movement of materials due to differential foundation movement were observed, including the following:

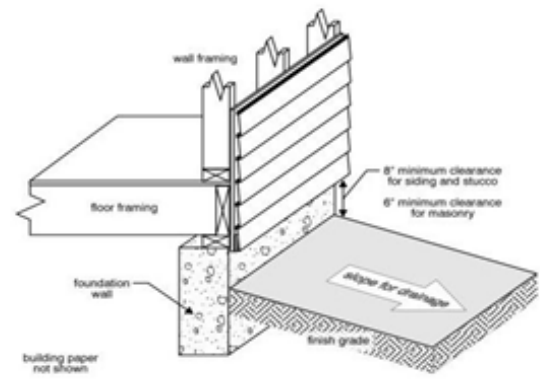
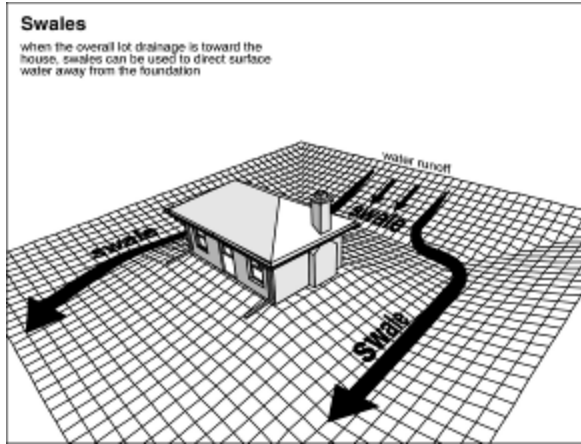
- Door frames that were out of square, leaving a triangular separation between the door and the door frame at the top of the door were observed at the utility room, where a separation of approximately 1/4 inch was visible at the top of the door.
- The crown molding at the ceiling was separated at the master sitting area.

### FOUNDATION CONCLUSIONS

Most of the structures previously inspected by this firm have experienced some degree of differential foundation movement, and this structure was no exception. After careful examination, it is our opinion that the evidences of movement observed do not indicate excessive or unusual foundation settlement. The overall degree of the foundation movement for this structure is within an acceptable amount for a house of this age and type construction. The foundation is, at this time, performing its function, and is not in need of releveling. It is pointed out for your information that, due to the nature of the soils in this area, it is reasonable to expect that some movement of the foundation will happen in the future.

### Perimeter Grading/Drainage

This inspection does not include determining if the property is in the 100 year flood plain. For further information regarding the elevation of this lot check with your survey and/or a land surveyor.



Poor Drainage

The perimeter drainage was observed to be poor at some areas where the lot is not sloped away from the house (6 inch drop in the first 10 feet) and water will pond. Poor drainage conditions near the foundation can contribute to foundation movement. It is recommended that a company specializing in drainage solutions be contacted to provide a recommended solution, along with a cost estimate to provide proper drainage.

**R401.3**

**Obtain Cost Estimate**

Location included: North house perimeter



Underground Drainage

The hose bibs were winterized at the time of inspection and the underground drainage system was not checked.

The underground drainage system was clogged at the north side of the house, and will not drain properly. It is recommended that the drain inlet be cleared of debris.

**Obtain Cost Estimate**



#### OTHER OBSERVATIONS

##### Foundation Grade Beam

The foundation concrete was observed to be honeycombed due to poor original construction workmanship. The honeycombed area should be grouted to present a smooth surface finish.

Locations included: North perimeter grade beam

**Obtain Cost Estimate**



## **ROOF**

### Life expectancy

The roof surface was constructed of composition shingles. The life expectancy of a composition shingle roof has been observed to vary from 15 to 20 years, with most requiring replacement at about 17-20 years. We estimate that the age of the roof is approximately 5 years, which coincides with the age of the house.





The roof was viewed from the surface of the roof at the time of the inspection.

### Observations

After observing the interior of the structure, evidences of roof leaks were visible in the attic, where the roof decking and/or roof framing members were water stained. It is recommended that a roofing contractor be contacted to find the source of the leaks, and to make any needed repairs.

Locations included: Furnace vent pipe

**Obtain Cost Estimate**



**Visible daylight/Stained service decking**



We observed shingles with cracked tabs.  
Location included: front low roof ridge



Other conditions observed during the course of the inspection related to the roof surface included the following:

The roof decking was observed to be a radiant barrier decking that has aluminum foil on the underside, which helps to prevent radiated heat from entering the attic. This will, in turn, keep the attic cooler. Also, we observed that spacer clips to be installed at the joints between the roof decking to allow for expansion of the roof deck.

There was a narrow valley in the roof, where the valley narrows down and will be susceptible to the accumulation of leaves and other debris. This can cause a damming of water running down the valley, possibly causing a roof leak. It is recommended that this valley be monitored, and cleaned on a regular basis.

Location included: Front roof elevation



## Roof Conclusions

The roof is in generally serviceable condition at this time with some repairs needed for the above item(s). Have a roofing contractor provide a cost estimate to make all necessary repairs to bring the roof into a completely serviceable condition.

**Obtain Cost Estimate**

## STRUCTURAL FRAMING

### Description

The house was observed to be a two story wood frame structure that includes standard major framing components, including wall studs, ceiling joists, floor joists, and roof framing.



## Observations

No deficiencies were observed in the primary load carrying members of the structural framing that were accessible and viewed at the time of the inspection, including the roof framing, load bearing walls, ceilings, and floors.

We did not observe metal hurricane clips/straps installed at the attic framing members. These clips/straps provide a stronger structure that will be more resistant to wind uplift from hurricane and tornadoes.

## **Attic Framing**

The attic space was viewed from the access walkway.

## **Framing Conclusions**

No deficiencies were observed in the primary load carrying members of the structural framing that were accessible and viewed at the time of the inspection, including the roof framing, load bearing walls, ceilings, and floors.

## **WATER PENETRATION**

No visual evidences of water penetration to the interior of the structure were observed at the time of the inspection. It is pointed out that this statement is based upon the limitations of a visual inspection, without the moving or removal of items causing visual obstruction, including, but not limited to, furniture, furnishings, floor or wall coverings, foliage, soil, etc.

We checked around all window and door openings with a moisture meter, and found no evidence of elevated moisture at the time of the inspection.

## **FIREPLACE/CHIMNEY**

### Description

The fireplace was a prefabricated metal fireplace with a ceramic gas log that vented by a metal flue pipe that extends up through the roof. The burner was controlled by a remote control device which was functional at the time of the inspection.





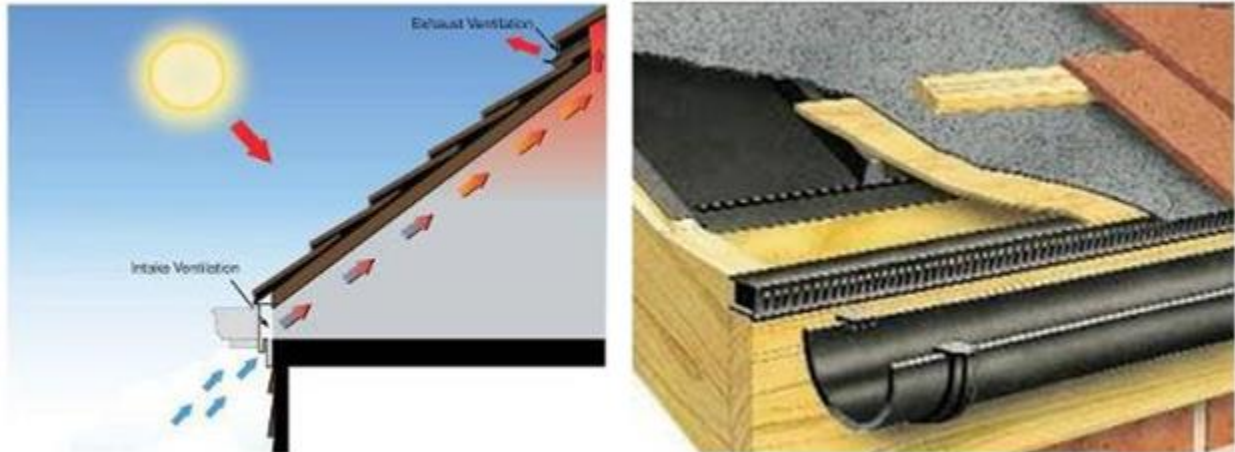
## ATTIC

The attic was entered and was viewed from the access decking provided in the attic.

The access ladder was observed to be rated at 350 pound capacity.

The attic had adequate service decking to the equipment, with a walkway that was a minimum of 24 inches wide. In addition, the attic had adequate platform decking at the equipment, with a working platform that was a minimum of 30 inches wide.

## VENTILATION



Clip art showing eaves and fascia ventilation

The ventilation for the attic included continuous ridge vents at the top of the roof and continuous soffit vents.

The insulation in the attic was average by today's standards. The normal amount of insulation for attics in this area is an R30 energy rating. The company who installed the insulation left a tag in the attic stating that the insulation was an R38 rating.



## INTERIOR ITEMS

### Doors

No items requiring repair were observed concerning the operation of the doors. The doors opened and closed properly, and the doors with locks were locking properly.

## **Windows**

The window(s) did not bear any markings to indicate that it is safety glass. This window meets the requirements of windows that are required to be safety glass, including:

The glass area of this window is greater than nine square feet;

The bottom edge of the window is less than 18 inches above the floor;

The top edge of the window is greater than 36 inches above the floor; and,

There is a walking surface within 36 inches of the window.

Therefore, this window should be safety glass, and it is recommended that you obtain a cost estimate to replace the window.

### **Obtain Cost Estimate**

Locations included: Master suite windows

**R308.4.7**



## **Sheetrock**

The sheetrock was damaged and needs to be repaired at the stairway wall.

### **Obtain Cost Estimate**

## **Smoke Alarms**

Smoke alarms were observed to be installed at all required locations in the house, including at all bedrooms, and the hallway. Since alarm systems are omitted from the scope of the inspection, we did not operationally check the smoke alarms nor check for interconnectivity.

**R314.3**

## EXTERIOR ITEMS

### Gutters and Downspouts

The downspout was damaged and in need of repair.

#### **Obtain Cost Estimate**

Locations included: North house

## 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 suggested that it would be a prudent thing to purchase a Home Warranty Policy to protect the appliances and equipment against unforeseen breakdowns during the first year and for preexisting conditions. It is recommended that you research the various options available and protect yourself with a policy. Check with your agent for details and please read our comments concerning Home Warranty policies on page 2 of this report.

Thank you again for asking HEDDERMAN ENGINEERING, INC. to perform this inspection for you. If you have any questions after reviewing this report, please feel free to call the office. It is emphasized that the executed Service Agreement contract, which has been included at the end of this report, contains a provision under "Dispute Resolution" for you to contact HEI to resolve any disputes.

At your service,



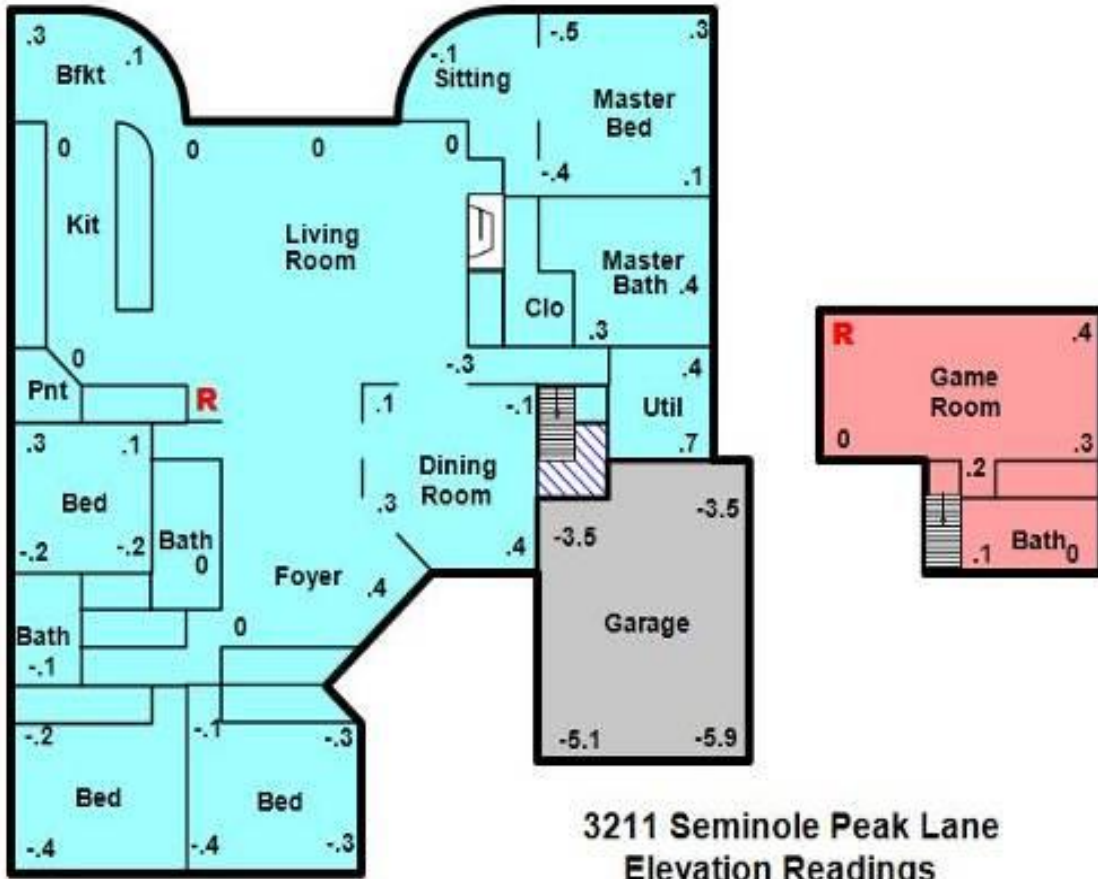
Tim Hedderman  
Registered Professional Engineer #51501  
Texas Firm Number: 7942



1.22.18

HEI

Sobecki





# HEDDERMAN ENGINEERING, INC.

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

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## RECEIPT

January 22, 2018

TO: Mr. Joe and Patty Sobecki

REF: Inspection of the house at 3211 Seminole Peak Lane, Katy, Texas.

Total cost of inspection: \$750.00

Total Paid: \$750.00

Total Due: - 0 -

**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 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: 1/22/2018**

**CLIENT NAME: Joe & Patty Sobecki**

**PROPERTY ADDRESS: 3211 Seminole Peak Lane**

**COST OF INSPECTION: \$750.00**

#### Purpose of inspection

The purpose of the inspection is to view selected accessible components and/or systems, and to inform you, our client, of our observations and professional opinions from a NON-INVASIVE VISUAL SURVEY on whether or not those selected components and/or systems appear to be functioning on the day of the inspection, or appear to be 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. HEI does not perform Code inspections. 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 in the opinion of HEI appear to be functioning at the time of the inspection, or appear to be in need of repair. It is pointed out that other engineers/inspectors may have different 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 also not within the purpose and/or scope of this report to determine the insurability, habitability, merchantability, future performance, suitability of use, economic life span, or deferred maintenance issues, and/or issues unnamed in this report. This report is not an insurance policy, neither is it an express or implied warranty or guarantee as to future life and/or continued performance of the items inspected. Our inspection and report are intended to express HEI's perceived impression of the apparent performance of the inspected components and systems viewed on the date of the inspection. HEI's 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 **PRIOR TO CLOSING ON THE PROPERTY**. By accepting this agreement, the Client understands that the services provided by HEI are the types of services described in the Professional Services Exemption of the Texas Deceptive Trade Practices-Consumer Protection Act ("DTPA) and agrees that no cause of action exists under the DTPA related to the services provided.

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 and exterior of the structure, the attic (if applicable) as viewed only from the areas determined by the inspector to be safely accessible, the underside of the house (if applicable) as viewed only from the crawlspace areas determined by the inspector to be safely accessible, and the roof as viewed from the ground and/or only from the locations on the roof as determined by the inspector to be safely accessible. 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, registers and grills on HVAC ductwork,, foliage, soil, appliances, stored items, insulation, etc., will not be moved. Only those electrical outlets that are readily accessible will be operationally checked. 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:

Structural:

Foundation, elevation survey including sketch of house and level readings, primary load-carrying framing members, roof surface, water penetration, grading and drainage, fireplace/chimney, and miscellaneous items related to the house.

Mechanical:

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

Plumbing:

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

Electrical:

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

Lawn Sprinkler:

Control panel, solenoid valves, backflow prevention device, visible piping, and sprayer heads.

Pool:

Basin, deck, tile, pumps, filters, piping, heater, timer, and electrical.

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.

Tainted and Corrosive drywall (Chinese Drywall), 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/reverse osmosis systems with all related piping.

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. 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 to attics, crawlspaces, or other areas, utilities that are off, non-functional equipment, etc. If a return trip to the house 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.

Limitations of Inspection

A visual inspection method will generally produce a competent first impression assessment of the apparent past structural, 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 HEI's permission or authorization, and they do so at their own risk.

Dispute Resolution

In the event of a complaint concerning the inspection services provided pursuant to this agreement, Client must notify HEI in writing of such complaint within ten (10) business days of the date of Client's actual discovery and thereafter allow a prompt re-inspection of the item relating to the claimed condition. Client further agrees that client and he/she/it's agents, employees or independent contractors **will make no alterations, repairs or replacements to the item complained about prior to a re-inspection by HEI as agreed above. You agree that failure to comply with this procedure shall result in your express release of all claims Client may have against HEI, known and unknown, related to the item complained about and any related alleged act or omission by HEI.**



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

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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 HEI, or its officers, agents, or employees MORE THAN TWO YEARS AND ONE DAY AFTER THE DATE OF THE INSPECTION OR THE DATE ANY PURPORTED CAUSE OF ACTION ARISING OUT OF THE INSPECTION ACCRUES. 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 signing 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 HEI shall be considered the final and exclusive findings of HEI regarding the inspection of the property which is the subject of this agreement. Client shall not rely on any oral statements made by HEI or its representatives prior to issuance of the printed report.

***NOTE: IF THE INSPECTION IS CANCELLED LESS THAN ONE FULL BUSINESS DAY BEFORE THE SCHEDULED TIME, THE CLIENT WILL BE CHARGED ½ OF THE ORIGINAL INSPECTION FEE AND AGREES TO PAY SUCH PENALTY FEE.***



**I HAVE READ AND ACCEPT THIS AGREEMENT**