

**Real Estate Inspections**  
**Infrared Thermography**  
**Stucco Inspections**  
**Diagnostic Inspections**  
**Mold Inspections**  
**Sewer Line Inspections**



**Providing Peace of Mind,  
One Home at A Time,  
since 1989**

## **INSPECTION GROUP**

FIG Services LLC d/b/a FOX INSPECTION GROUP

Property Inspection Report #12/14/2022357 North Post Oak Lane, Unit 107  
8616 Daffodil St. Houston, TX 77063

(Office)713.723-3330 (Email)office@foxinspectiongroup.com

TREC Inspectors # 1718,10503, 20283, 20975, 20994, 21225, 21735, 22779, 22780, 22850, 22922, 24370

Mold Assessment Company ACO1129, Mold Assessment Consultant MAC1452

Mold Assessment Technicians MAT#'s 1197, 1198, 1203, 1224, 1240, 1246, 1256

SBCCI Registered Building Inspector #5939

SBCCI Registered Mechanical Inspector # 1739

Exterior Design Institute (EDI) TX-111, TX-116, TX-119

ICC Building Inspectors # 1052678-B5, #5294898-B5

State of Texas Registered Code Enforcement Officer # CE1858

ICC Residential Combination Inspectors # 1052678-R5, #5294898-R5

ICC Residential Building Inspectors # 5167093-B1, #5294898-B1

ICC Mechanical Inspectors # 1052678-M5, #5294898-M5, 5230842-M1

Texas Department of Insurance VIP Certificate #20110061045

SBCCI Registered One & Two Family Dwelling Code Certified Inspector #1863 & #2185

Infrared Thermographers

## PROPERTY INSPECTION REPORT FORM

Anna Moore

*Name of Client*

12/14/2022

*Date of Inspection*

357 North Post Oak Lane, Unit 107, Houston, TX 77024

*Address of Inspected Property*

Grant Miller

*Name of Inspector*

20975

*TREC License #*

Name of Sponsor (if applicable)

*TREC License #*

### PURPOSE OF INSPECTION

A real estate inspection is a visual survey of a structure and a basic performance evaluation of the systems and components of a building. It provides information regarding the general condition of a residence at the time the inspection was conducted. It is important that you carefully read ALL of this information. Ask the inspector to clarify any items or comments that are unclear.

### RESPONSIBILITY OF THE INSPECTOR

This inspection is governed by the Texas Real Estate Commission (TREC) Standards of Practice (SOPs), which dictates the minimum requirements for a real estate inspection.

The inspector IS required to:

- use this Property Inspection Report form for the inspection;
- inspect only those components and conditions that are present, visible, and accessible at the time of the inspection;
- indicate whether each item was inspected, not inspected, or not present;
- indicate an item as Deficient (D) 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 SOPs; and
- explain the inspector's findings in the corresponding section in the body of the report form.

The inspector IS NOT required to:

- identify all potential hazards;
- turn on decommissioned equipment, systems, utilities, or apply an open flame or light a pilot to operate any appliance;
- climb over obstacles, move furnishings or stored items;
- prioritize or emphasize the importance of one deficiency over another;
- provide follow-up services to verify that proper repairs have been made; or
- inspect system or component listed under the optional section of the SOPs (22 TAC 535.233).

### RESPONSIBILITY OF THE CLIENT

While items identified as Deficient (D) in an inspection report DO NOT obligate any party to make repairs or take other actions, in the event that any further evaluations are needed, it is the responsibility of the client to obtain further evaluations and/or cost estimates from qualified service professionals regarding any items reported as Deficient (D). It is recommended that any further evaluations and/or cost estimates take place prior to the expiration of any contractual time limitations, such as option periods.

**Please Note:** Evaluations performed by service professionals in response to items reported as Deficient (D) on the report may lead to the discovery of additional deficiencies that were not present, visible, or accessible at the time of the inspection. Any repairs made after the date of the inspection may render information contained in this report obsolete or invalid.

### REPORT LIMITATIONS

This report is provided for the benefit of the named client and is based on observations made by the named inspector on the date the inspection was performed (indicated above).

ONLY those items specifically noted as being inspected on the report were inspected.

This inspection IS NOT:

- a technically exhaustive inspection of the structure, its systems, or its components and may not reveal all deficiencies;
- an inspection to verify compliance with any building codes;
- an inspection to verify compliance with manufacturer's installation instructions for any system or component and DOES NOT imply insurability or warrantability of the structure or its components.

**NOTICE CONCERNING HAZARDOUS CONDITIONS, DEFICIENCIES, AND CONTRACTUAL AGREEMENTS**

**Conditions may be present in your home that did not violate building codes or common practices in effect when the home was constructed but are considered hazardous by today's standards. Such conditions that were part of the home prior to the adoption of any current codes prohibiting them may not be required to be updated to meet current code requirements. However, if it can be reasonably determined that they are present at the time of the inspection, the potential for injury or property loss from these conditions is significant enough to require inspectors to report them as Deficient (D). Examples of such hazardous conditions include:**

- malfunctioning, improperly installed, or missing ground fault circuit protection (GFCI) devices and arc-fault (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).

Please Note: items identified as Deficient (D) in an inspection report DO NOT obligate any party to make repairs or take other actions. The decision to correct a hazard or any deficiency identified in an inspection report is left up to the parties to the contract for the sale or purchase of the home.

This property inspection report may include an inspection agreement (contract), addenda, and other information related to property conditions.

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.

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**ADDITIONAL INFORMATION PROVIDED BY INSPECTOR**

How to read and interpret this report: All commented items should be reviewed by the client and any questions directed to the inspector for clarification if needed  
**PRIOR TO THE EXPIRATION OF YOUR OPTION PERIOD.**

*Comments in italics are generally FYI (for your information) and don't require any action.*

Items that are underlined should be addressed to prevent more extensive damage and should be a priority item or indicate non-compliance with current building standards.

**Highest Priority Items are printed in bold print.**

For reference: The front of the unit faces North  
Description: 1 story, wood framed Single Family; Brick, Cement board Exterior,  
Weather Conditions: Partly Cloudy  
Approximate Outside Temperature: 70s

Note: When reviewing the report, the reader should consider photos and citations of specific issues to be representative examples of what was observed rather than a detailed catalog of all instances of that item on the property.

<http://foxinspectiongroup.com/e-bid.html>

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I=Inspected

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NP=Not Present

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I	NI	NP	D
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### I. STRUCTURAL SYSTEMS

A. Foundations

Type of Foundation(s): Slab on Grade  
 Comments:

Differential movement/settlement observed; indicated by one or more of the following observed conditions; Elevation readings, cracks in brick veneer and/or foundation, cracks in sheetrock over doors and windows, doors that are not square in the jamb etc. In my opinion, the distress patterns observed at the time of inspection were not severe enough to recommend repair. Acceptance of present and future condition/performance/maintenance rests solely with the buyer/client.

A foundation elevation survey was conducted during the inspection. The floor plan below represents data gathered using a Zip Level and adjusting for floor covering height differences. i.e. differences between tile, carpet and wood flooring (except step down to the garage). Measurements are listed to the nearest 1/10th of an inch. The greatest variance was XXXX

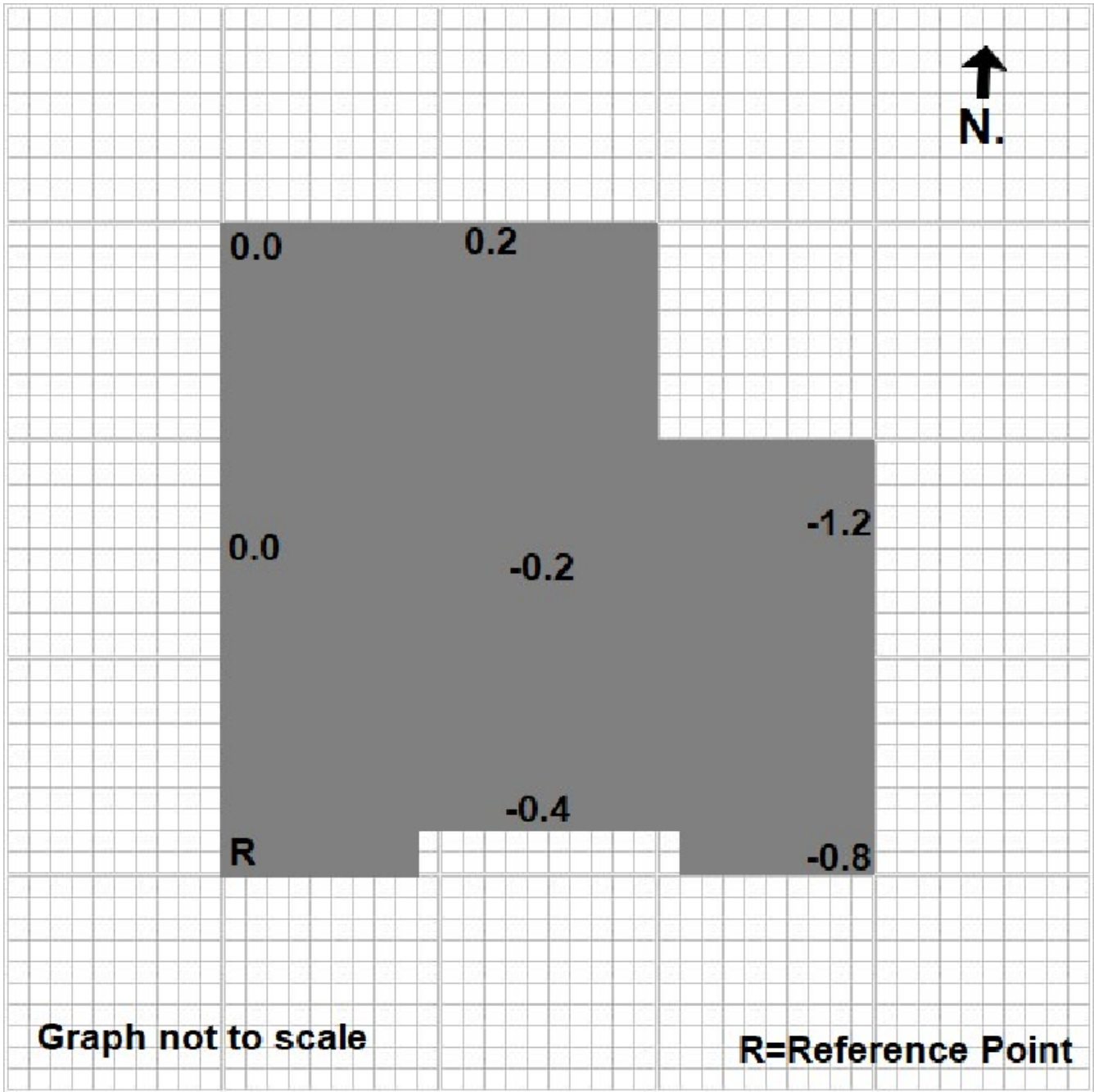
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A foundation elevation survey was conducted during the inspection. The floor plan below represents data gathered using a Zip Level and adjusting for floor covering height differences. i.e. differences between tile, carpet and wood flooring (except step down to the garage). Measurements are listed to the nearest 1/10th of an inch. The greatest variance was -1.2" to +0.2"

B. Grading and Drainage

Comments:

*Common area maintenance, not checked/inspected.*

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C. Roof Covering Materials

Type(s) of Roof Covering:  
Viewed From:  
Comments:

*Common area maintenance, not checked/inspected.*

D. Roof Structure and Attics

Viewed From: Not checked/inspected; no attic  
Approximate Average Depth of Insulation:  
Comments:

*Not present at time of inspection.*

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X			X
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 E. Walls

Comments:

**INTERIOR WALLS:**

*This inspection consisted of using a FLIR or similar infrared camera and walking the interior of the property looking for anomalies that would warrant further investigation using a pin type moisture meter and areas of deficient insulation. Be advised that a thermal scan is not a substitute for indoor air quality testing (IAQ), testing for pollutants and other biohazards. If the client is concerned about the quality of indoor air or the presence of bio-hazards or pollutants, a qualified IAQ specialist should be consulted.*

*Buyer's Note: No moisture, mold and /or indoor air quality (IAQ) tests were performed. The inspector is not qualified / certified for such evaluations / studies. The client should be aware that various fungi, molds and mildew flourish in such an environment provided by water intrusion events, excessively moist conditions and / or water damaged conditions. A growing concern to date includes the adverse effect on indoor air quality and the potential for inherent health hazards. If concerned the client is advised to contact a qualified IAQ Professional for further evaluations of this property.*

*Houses built prior to 1978 may contain lead based paint, this company does not inspect for lead, bio-hazards or any other pollutants.*

*Cosmetic cracks and/or previously repaired cracks in the sheetrock observed over some/many doors, windows, and/or corners.*

*Buyer's note: Fresh paint observed on interior surfaces can mask distress indicators.*

**WDI/TERMITE:**

*Evidence house and/or garage has been treated for wood-destroying insects in the past. Final determination of structurally significant damage to wood members (if any) cannot be determined without the removal of wall coverings. Recommend client obtain additional information from seller regarding extent and location of the previous infestation, chemical & company used, warranty if applicable, etc. Fox Inspections specifically excludes hidden/latent damage if present (we cannot see through walls!).*

**EXTERIOR WALLS:**

*Bushes/trees/vines/foilage should not contact the siding of the house - obscures view of exterior siding and foundation and encourages wood rot and/or insect access.*

Fencing shows signs of deterioration. Observed one or more of the following conditions: wood rot, loose / missing boards, leans excessively etc.



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**BRICK:**

*Brick / stone veneer siding missing required weep holes over doors/windows to prevent moisture buildup in exterior walls and prevent wood rot/decay.*

**CAULKING:**

Caulking missing and/or deficient around windows / doors / vertical trim / joints in siding. May allow wind driven rain entry.

Need sealing/caulking around all holes and exterior siding penetrations on top and both sides, (leave the bottom open) to prevent water entry. Including but not limited to dryer, bath and range top vents, light fixtures, etc.

X			
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F. Ceilings & Floors

Comments:

**CEILINGS:**

*Observed cosmetic cracks and/or repaired cracks in sheetrock observed in ceiling at one or more areas of house.*

X			X
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G. Doors (Interior and Exterior)

Comments:

**INTERIOR DOORS:**

**EXTERIOR DOORS:**

*Prudent buyers replace/rekey exterior locks upon taking possession of property.*



Door rubs the jamb; Bathroom

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H. Windows

Comments:

Observed bedroom(s) without operational/operable window and/or 2nd means of emergency egress is a RECOGNIZED FIRE/SAFETY HAZARD. This does not comply with current life safety codes, and the room(s) should not be used as a sleeping area.

I. Stairways (Interior and Exterior)

Comments:

*Not present at time of inspection.*

J. Fireplace & Chimney

Comments:

*Not present at time of inspection.*

K. Porches, Balconies, Decks, and Carports

Comments:

*Cracks in walkways, driveway and/or garage concrete observed, typical.*

L. Other

Comments:

*Not present at time of inspection.*

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## II. ELECTRICAL SYSTEMS

I
  NI
  NP
  D
 A. Service Entrance and Panels

Panel Locations: South Exterior Wall

Materials and Amp Rating: Main Panel : 225 Amp - feeder wiring

Comments:

*Buyer's note: The inspector is not required to: (A) determine present or future sufficiency of service capacity amperage, voltage, or the capacity of the electrical system; (B) test arc-fault circuit interrupter devices when the property is occupied or damage to personal property may result, in the inspector's reasonable judgment; (C) conduct voltage drop calculations; (D) determine the accuracy of over current device labeling; (E) remove covers where hazardous as judged by the inspector; (F) verify the effectiveness of over current devices; or (G) operate over current devices. 22 TAC A7535.229 (a) Standards of Practice. Acceptance of these conditions rest solely with the buyer, if you have concerns or questions we recommend contacting a licensed electrical contractor for a professional analysis of the system, equipment and / or components.*

*Not Checked/ Inspected.*

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B. Branch Circuits, Connected Devices, and Fixtures

Type of Wiring: Observed type of branch wiring is copper.  
 Comments:

**BULBS:**

Observed open incandescent type light fixtures in one or more closets which are considered a potential fire hazard by today's standards. Per IRC 3903.11.

**FIXTURES:**

*Landscape lighting not checked.*

*Some exterior lights appear to be equipped with dusk to dawn sensor, motion sensor or timer controls, sensor-controlled lights were not checked/inspected.*

**GFCI:**

There was no GFCI protection observed at all required locations, including but not limited to; all bathrooms, kitchen countertop outlets, exterior outlets, in the garage, etc. This condition is a recognized hazard and should be corrected by a licensed electrician.

**OUTLETS:**

*Outlets located in inaccessible areas (e.g., garage ceilings, exterior soffits, etc.) are not individually tested.*

*All exterior outlets whether in use or not are required to have in use weather proof cover per September 1st 2014 NEC Code Change.*

*Not all outlets were checked / inspected / accessible in furnished residence.*

*Older style 3-prong outlet for electric dryer observed. Will not fit newer 4 prong corded electric dryer.*

Observed one or more outlets damaged below ground slot.

**SWITCHES:**

*Use of a voltage detector indicated switch(s) are not grounded as required by current industry standards (code) to reduce the risk of electrical shock. Before 1999, grounding of switches was not required. Recommend grounding all non-grounded switches or replace all metal face plates and screws with plastic face plates and screws.*

**FIRE PROTECTION EQUIPMENT:**

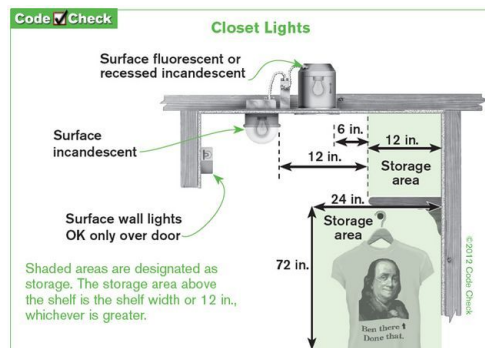
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Smoke detectors are tested using the manufacturer supplied test button only. This inspection does not include testing units with actual smoke. The installation of smoke alarm(s) is required inside all bedrooms and in any rooms designated for the purpose of sleeping, and outside within the proximity of the doors to those rooms. Test all alarms and detectors weekly or monthly per manufacture instructions. The installation of carbon monoxide (CO) detector(s) is required in homes with fuel-fired appliances at every floor elevation and any areas where fuel-fired equipment is located. The installation of Type ABC fire extinguisher(s) at the kitchen, laundry, and garage, if applicable, is also advised. Test all of these devices monthly. Install new batteries semi-annually. Initiate and practice plans of escape and protection for all occupants in case any emergencies arise. Failure to repair defective or install absent alarms, detectors, and other safety equipment immediately can result in serious injury or death. For further information about fire safety and CO poisoning, consult your local fire department and your equipment manufacture(s), and read these links: [www.cpsc.gov/CPSCPUB/PUBS/464.pdf](http://www.cpsc.gov/CPSCPUB/PUBS/464.pdf), [www.carbonmonoxidekills.com](http://www.carbonmonoxidekills.com), [www.nfpa.org/index.asp](http://www.nfpa.org/index.asp), and [www.usfa.dhs.gov/downloads/pyfff/inhome.html](http://www.usfa.dhs.gov/downloads/pyfff/inhome.html).

Per manufacturer's recommendations, smoke detection equipment should be replaced every 10 years.

There appears to be an inadequate number and/or improper location of smoke detectors in the home. Smoke detectors should be located on each level of the home as well as inside AND outside of all sleeping rooms. Consult the smoke detector manufacturer's instructions regarding the specific placement of detectors.



C. Other

Comments:

*Not present at time of inspection.*

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III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

A. Heating Equipment

Type of Systems: Forced Air  
 Energy Sources: Electric  
 Comments:

*Buyer's Note; For heating, ventilation, and air conditioning systems inspected under TREC guidelines, the inspector is not required to perform the following actions: inspect duct fans, humidifiers, dehumidifiers, air purifiers, motorized dampers, electronic air filters, multi-stage controllers, sequencers, heat reclaimers, wood burning stoves, boilers, oil-fired units, supplemental heating appliances, de-icing provisions, or reversing valves; If buyer is concerned recommend consulting with a qualified HVAC specialist.*



Heater data plate  
 Goodman 1998



Heater operational

B. Cooling Equipment

Type of Systems: Forced Air Split System  
 Comments:

*Buyer's note: This inspector is not required to A) verify tonnage match of indoor coils and outside coils or condensing units B) determine the correct sizing, efficiency, or adequacy of the HVAC system. 535.230 Standards of Practice. Acceptance of these conditions rest solely with the buyer, if you have concerns or questions we recommend contacting a licensed HVAC technician for a professional analysis of the system.*

**DRAIN PANS:**

The secondary drain pan contains water, correct existing conditions.

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Evaporator coil data plate



20° temperature differential



Secondary drain line draining into shower. Recommend servicing system.

C. Duct Systems, Chases, and Vents

Comments:

*Buyer's Note: This company does not inspect the interior of the HVAC Duct System. We do not inspect for, and are not qualified to render opinions on, any type of environmental or other bio-hazards. If this is a concern or potential concern, Fox Inspection Group recommends contacting a qualified professional of your choice for further information / investigation.*

D. Other

Comments:

*Not present at time of inspection.*

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IV. PLUMBING SYSTEMS

A. Plumbing Supply, Distribution System and Fixtures

Location of Water Meter: Not located  
 Location of Main Water Supply Valve: Not located  
 Comments:

*Static water pressure reading: 50 PSI*

*Type of supply piping material: Predominantly Galvanized, Copper*

One or more of faucet aerators are clogged and/or missing.

**SHOWERS:**

*24 hour shower pan test has been specifically excluded.*

**LAUNDRY CONNECTIONS:**

*Recommend use of stainless steel wire braided "no burst" clothes washer water supply lines to reduce the chance of water damage.*

Hot & cold faucets of laundry room are not identified, color-coded (red-hot, blue-cold).



Spray jet clogged



Laundry handles not color coded



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B. Drains, Wastes, Vents

Type of Drain Piping Material: PVC  
 Comments:

*Hydrostatic pressure test of sewer lines was specifically excluded.*

*Recommend a hydrostatic test / visual scope of sewer lines. Due to the age of the house and/or amount of settlement, the possibility of damaged/leaking drain lines below the house in this inspector's opinion is significant. The test by licensed plumber costs several hundred dollars and may uncover/find problems that can easily cost 10-20 thousand dollars to fix. Most new homeowner's policy will no longer cover this expense while existing homeowner policyholders may be covered/insured for this expense.*

C. Water Heating Equipment

Energy Source:  
 Capacity:  
 Comments:

D. Hydro-Massage Therapy Equipment

Comments:

*Not present at time of inspection.*

E. Gas Distribution Systems and Gas Appliances

Location of Gas Meter: No gas meter, all electric  
 Type of Gas Distribution Piping Material:  
 Comments:

F. Other

Comments:

*Not present at time of inspection.*

V. APPLIANCES

A. Dishwashers

Comments:

Drain line needs to be better elevated and secured above side inlet of disposal to prevent debris and gray water from draining down line from disposal and back into dishwasher.

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B. Food Waste Disposers

Comments:

C. Range Hood and Exhaust Systems

Comments:

*Proper vent termination in attic through roof not verified.*

Improper vent duct material used. Current industry standards requires smooth interior single-wall duct constructed of galvanized steel, stainless steel or copper. The duct serving the hood shall have a smooth interior surface. Per IRC 1503.1.



Improper vent material

D. Ranges, Cooktops, and Ovens

Observations:

**Electric Range/ Cooktop:**

**Electric Oven(s):**

*Timer and cleaning cycles not checked.*



Cook top operational



Oven operational

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E. Microwave Ovens

Comments:

*No permanently installed unit present at time of inspection.*

F. Mechanical Exhaust Vents and Bathroom Heaters

Comments:

*Did not confirm/verify proper venting of all units to the exterior.*

G. Garage Door

Comments:

*Not present at time of inspection.*

H. Dryer Exhaust Systems

Comments:

*Recommend periodic cleaning of the dryer vent ductwork to reduce the risk of fire.*

I. Other

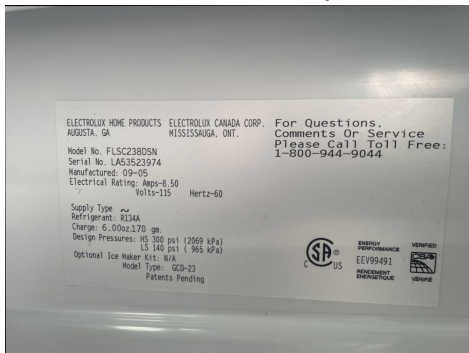
Comments:

**FRIDGE:**

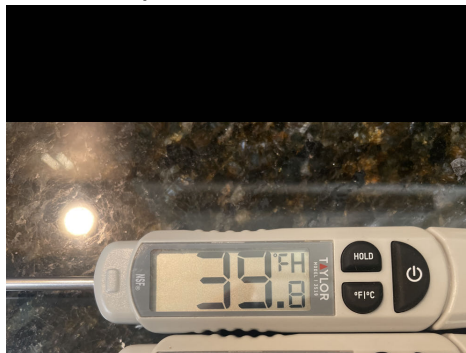
**WASHER & DRYER:**

*Washer / dryer inspected visually only, not cycled / tested - clothes present in unit(s) at time of inspection.*

*Not present at time of inspection.*



Refrigerator data plate



Refrigerator/ freezer temperatures



Washer data plate

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Dryer data plate

### VI. OPTIONAL SYSTEMS

A. Landscape Irrigation (Sprinkler) Systems

Comments:

*Not present at time of inspection.*

B. Swimming Pools, Spas, Hot Tubs, and Equipment

Type of Construction: NA

Comments:

Not present at time of inspection.

C. Outbuildings

Materials: NA

Comments:

Not present at time of inspection.

D. Private Water Wells (A coliform analysis is recommended)

Type of Pump: NA

Type of Storage Equipment: NA

Comments:

Not present at time of inspection.

E. Private Sewage Disposal Systems

Type of System: NA

Location of Drain Field: NA

Comments:

Not present at time of inspection.

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I	NI	NP	D
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F. Other Built-in Appliances

Comments:

*Not present at time of inspection.*

G. Other

Comments:

*Not present at time of inspection.*

# FOX INSPECTION GROUP REAL ESTATE INSPECTION SERVICE AGREEMENT

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT

BETWEEN YOU THE CLIENT AND FOX RESIDENTIAL SERVICES GROUP LLC, ITS  
SUBSIDIARIES, AND ALL

SUBCONTRACTORS SCHEDULED OR ARRANGED THROUGH US

PLEASE READ CAREFULLY

1. **SCOPE OF THE INSPECTION:** The inspector will perform a general, non-Invasive limited visual ("eyeball") inspection of the property structure at the address listed below to provide Client(s) with a written opinion as to the apparent general condition of the structure(s) components and systems at the time of the inspection. The inspection will be performed in a manner consistent with the "Standard of Practice" and "Code of Ethics" of "TREC" Texas Real Estate Commission and prepare a written report of the apparent condition of the readily accessible systems and components of the Property unless otherwise indicated existing at the time of the inspection. A copy of these Standards are readily available to the Client(s) at [http://www.trec.state.tx.us/inspector/rules\\_governing\\_inspectors.asp](http://www.trec.state.tx.us/inspector/rules_governing_inspectors.asp) Only systems and components that can be reached, entered, or viewed without difficulty, moving obstructions, or requiring any action which may result in damage to the property or personal injury to the Inspector will be inspected. Latent and concealed defects and deficiencies are excluded from the inspection, and Inspector is not liable for latent and concealed defects and deficiencies. Any area which is not exposed to view, concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings or other things, or areas/items which have been excluded by "TREC" Texas Real Estate Commission standards and/or by the agreement of the parties is not included in this inspection. The inspection does not include any destructive testing or dismantling. In the event that the property is a part of a condominium unit, such inspection will not include any other connected or external portions of a multi unit building or any common areas covered by a joint use agreement or considered common areas.

2. **STANDARDS OF PRACTICE:** The parties agree that the Standards of Practice "TREC" Texas Real Estate Commission shall define the standard of duty and the conditions, limitations, scope, and exclusions of the inspection and are incorporated by reference herein.

3. **CLIENT'S DUTY:** Client agrees to read the entire report when it is received and promptly call the Inspector with any question or concern regarding the inspection or written report. The written report shall be the final exclusive findings of the Inspector. In the event client becomes aware of a reportable condition which was not reported by the Inspector, Client agrees to promptly notify Inspector and allow Inspector and/or Inspector's designated representative'(s) to inspect said condition'(s) before making any repair, alteration, or replacement.

4. **FURTHER EVALUATION:** Client acknowledges and agrees that the Inspector is a generalist and that further investigation of a reported condition by an appropriate certified licensed specialist may provide additional information that may affect a Client(s) decision to purchase the

home. Client should seek further evaluation from licensed professionals regarding the deficiencies identified in the written report. Inspector is not liable for Client(s) failure to further investigate reported deficiencies.

5. **CHANGE IN CONDITION(S):** The parties agree and understand that conditions of systems and components may change between the inspection date and the time of closing. It is the Client's responsibility to further investigate before closing and the Inspector is not liable for any changes of conditions.

6. **NOT A WARRANTY:** The parties agree and understand the Inspector is not an insurer or guarantor against defects in the structure, items, components, or systems inspected. Client(s) understand that the inspection and inspection report does not constitute a guarantee or warranty of merchantability or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures which may be required by law. **INSPECTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE PRESENT OR FUTURE FITNESS FOR USE, CONDITION, PERFORMANCE OR ADEQUACY OF ANY INSPECTED STRUCTURE, ITEM, COMPONENT, OR SYSTEM, THE PRESENCE OR ABSENCE OF LATENT OR HIDDEN DEFECTS THAT ARE NOT REASONABLY ASCERTAIN IN A COMPETENTLY PERFORMED HOME INSPECTION, OR THE REMAINING USEFUL LIFE OF ANY SYSTEM OR COMPONENT OF THE PROPERTY.**

7. **NOT AN APPRAISAL:** The Inspection will not include an appraisal of the value or a survey of building and/or property lines. This inspection or the inspection report may not be construed as an appraisal or survey and may not be used as such for any purpose.

8. **NOT A COMPLIANCE INSPECTION:** This inspection or inspection report is NOT a code compliance inspection or certification for past or present governmental codes or regulations.

9. **INSURABILITY:** The inspection or inspection report does not determine whether the property is insurable.

10. **THIRD PARTIES AND SUBROGATION:** The inspection and written report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person, not a party to this Agreement, makes any claim against the Inspector, its employees or agents, arising out of the services performed by the Inspector under this Agreement, or claims alleging in whole or part any negligent act or omission of the Inspector, the Client agrees to indemnify, defend, and hold harmless Inspector from any and all damages, expenses, costs, and attorney fees, arising from such a claim.

11. **LIMITATION OF LEGAL ACTION:** The parties agree that any legal action must be brought within one (1) year from the date of the inspection(s), or will be deemed waived and forever banned.

12. **LIABILITY:** The parties agree that the Fox Inspection Group and its employees and its agents assume no liability or responsibility for cost of repairing or replacing any defects

specified in the written report, as well as no liability for the costs of further evaluation or investigation of the defects specified in the written report. Further, the parties agree and understand that the Inspector and its employees and its agents assume no liability for the costs of repairing or replacing any of the unreported defects or deficiencies either current or arising in the future or any property damage, consequential damage or bodily injury of any nature. In the event of a claim by the Client that an installed system, or component of the premises which was inspected by the inspector was not in the condition reported by the Inspector, the Client agrees to notify the Inspector at least 72 hours prior to repairing or replacing such system or component. If repairs or replacement are done without giving the Inspector the required notice, the Inspector will have no liability to the client. Client agrees that prior to taking any action, legal or otherwise, Client shall: submit a written claim to Inspection Company within 10 days of the deficiency discovery to 11227 Endicott Lane, Houston TX 77035. The written claim shall describe the suspected deficiency. Allow the Inspection Company, their agent or legal representative to perform a re-inspection of the deficiencies stated in the claim. Agree to not to disturb or repair the disputed item prior to a re-inspection except in cases where injury or subsequent property damage may occur.

13. **DISPUTES AND ARBITRATION** In the event a dispute arises regarding an inspection that has been performed under this service agreement, Client(s) agree to notify Fox Inspection Group within ten (10) days of the time of discovery to give Fox Inspection Group a reasonable opportunity to re-inspect the property and resolved the dispute amicably. Upon the request of either party, all unresolved disputes relating to this agreement shall be submitted for arbitration in accordance with (AAA) American Association of Arbitrators and pursuant to the Federal Arbitration Act then in effect with costs shared equally. This provision shall be specifically enforceable and damages for breach of this provision shall include but not limited to court costs and attorney's fees. Client agrees that Fox Inspection Group and it's agents liability, if any, shall be limited to the amount of the inspection fee paid for inspection. This limitation shall apply regardless of the cause of action or the legal theory pled or asserted specifically including, but not limited to, negligence.

14. **SEVERABILITY:** If any court of competent jurisdiction determines that any section, provision or part of this Agreement is void, unenforceable, or contrary to Texas law, the remaining sections of this Agreement shall remain in full force and effect.

15. **DAMAGES:** If the inspection company or any of its employees, agents, providers, officers, members, or shareholders, are found to be liable for any claim or damage due to the alleged negligence or willful misconduct of the Inspection company performing the home inspection or in the reporting on the condition of the property in the inspection report, **THE MAXIMUM DAMAGE THAT THE CLIENT CAN RECOVER SHALL NOT EXCEED THE COST OF THE INSPECTION FEE PAID BY THE CLIENT.** The Inspection Company shall not be liable to the Client for any loss of use of the property, repair or replacement cost, consequential or punitive damages or for attorneys' fees or court costs. The Inspection Company shall not be liable to the Client for any claims, loss or damage if the Client alters, tampers with or repairs or replaces the condition which is the subject matter of the Client's claim before the Inspection Company has had an opportunity to inspect the alleged defective condition.



16. CLIENT UNDERSTANDS: The integrity and moisture content of framing and sheathing behind finished wall coverings (exterior siding, stucco, cement stone coverings, fiber cement siding, drywall, interior bath and shower tile walls, etc) is not visible to inspect and beyond the scope of our services and is excluded within our services and is excluded within our inspection and inspection report. The lack of proper detailing and flashing may result in water penetration behind siding resulting in water penetration and structural damage which Fox Inspection Group makes no guarantee, warranty, or implied in the inspection or inspection report.

17. EXPERT TESTIMONY / LITIGATION FINANCIAL COMPENSATION CLAUSE: In the event our services are needed at any time in the future as expert testimony or in a litigation case, client agrees at this time / in advance to financially compensate this firm for its time and services. Terms: Non-refundable retainer of \$2,500.00 upfront, Hourly rate of \$175.00 for any activities on our part for your case, including but not limited to; deposition, phone time, research, court time, travel time portal to portal, review of case prior to court appearance, etc. Balance due invoiced weekly, submitted Friday, payable the next Friday

18. RE-INSPECTIONS: Fox Inspection Group does not normally conduct re-inspection services. We are not in the business of certifying the workmanship and/or warranting another company's repair work. Receipts and/or warranty for work performed should be obtained from the company or companies who have provided repairs. In the event a re-inspection is performed it is agreed to in advance that Fox Inspection Group does not assume responsibility of any kind for another company's work.

19. LIMITATION AND EXCLUSION CLAUSE: The Client expressly acknowledges and agrees that the following are not included in the scope of the inspection and the inspection report and further acknowledges that the Inspector makes no representations or warranties as to them. THE FOLLOWING SYSTEMS, ITEMS, AND CONDITIONS WHICH ARE NOT WITHIN THE SCOPE OF THE BUILDING INSPECTION INCLUDE BUT ARE NOT LIMITED TO: recreational, leisure, playground or decorative equipment or appliances including but not limited to pools, hot tubs, saunas, steam baths, landscape lighting, fountains, shrubs, trees, and tennis courts. Cosmetic conditions wallpapering, painting, carpeting, scratches, scrapes, dents, cracks, stains, soiled or faded surfaces on the structure, equipment or component, soiled, faded, torn, or dirty floor, wall or window coverings, etc. Noise pollution or air quality. Earthquake hazard, flood plain certification, liquefaction, soil, retaining walls, slide potential, wave action and hydrological stability, soil and earth measurements and stability, seismic safety, code and zoning, engineer level analysis, under ground utilities, sink hole potential, formaldehyde, lead paint, asbestos, toxic or flammable materials, molds, mildew, fungi, other environmental hazards, pest infestation, security systems, fire protection systems, sump pumps, household appliances, humidifiers, paint, other treatment windows, interior walls, ceilings and floors, water purification systems, (ozone generator/saltwater, etc), under ground storage tanks, energy efficiency measurements, motion or photo electric sensor lighting, concealed or private security systems, water wells, all over flow drains, heating system's accessories, solar heating systems, heat exchangers, wood burning stoves, sprinkler systems, water softener or purification systems, central vacuum systems, telephone intercom or cable TV systems, internet connections and cable connections, antennae, lightning arrestors, load controllers, governing codes, permits, ordinances, statues, and covenants, and manufacturer specifications, recalls, EIFS, Chinese

drywall and tainted materials, plasterboard, sheet rock, gypsum board, latent and concealed defects, and manufactured stone veneer, culture stone siding, fiber cement siding, flues or chimneys, coal stoves, water leaks, water intrusion, design and architect problems, circuit breaker operation, fireplace drafting, boundaries egress and ingress, quality of materials, private sewage, wattage and wiring, electromagnetic field, non built in appliances, rodents, ants, birds, or other wood boring organisms, security locks and devices, thermostat and gauges. Client understands that these systems, items, and conditions, are excepted and excluded from this inspection and Inspection report. Any general comments about these systems, items, and conditions of the written report are informal only and DO NOT REPRESENT AN INSPECTION.

20. COMPENSATION BY OTHERS: Fox Inspection Group may accept a fee from various vendors in this real estate transaction to compensate for administrative / coordinating / scheduling their services. Fox Inspection Group is accepting a fee or other valuable consideration from HomeSwitch LLC., in this real estate transaction. Client(s) acknowledges that they have been informed of this arrangement between Fox Inspection Group and HomeSwitch LLC and authorizes HomeSwitch LLC to call Client at the phone number provided to discuss options regarding setting up TV, Internet, Home Phone, Electricity, Home Security, Pest Control – even municipal utilities at their future home. If client(s) does not want to be contacted just let us know by phone (713-723-3330) or by email (Office@FoxInspectionGroup.com) .

21. PERSONAL SAFETY: We are not responsible for another participant's personal safety during the inspection process. Client, their representative's, or others participation shall be at his/her own risk for falls, injuries, property damage, etc. We reserve the right to refuse service to anyone for any reason.

22. REGARDING PREVIOUSLY FLOODED HOMES: Client is hereby put on notice, Caveat emptor / buyer beware; this property inspection and report specifically excludes any representation that the structure has been properly renovated / repaired after being flooded. Ultimate responsibility for proper renovation and repair lies solely with the property owner / seller and their repair contractors (NOT others associated with the transaction such as Realtors, home inspectors, appraisers, surveyors, title companies, lenders, etc.) Client is strongly advised to obtain all mandatory seller disclosure and documentation, including but not limited to photos and video, regarding any past flooding of the structure, as well as repair methods and techniques used by others to restore the property to its pre-flood condition including their contact information for future reference.

23. This Agreement, including the terms and conditions on all pages, represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties. ACKNOWLEDGMENT: the undersigned has reviewed this document, understands its content and agrees to the terms and conditions contained. The client further represents and warrants that he or 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 terms, conditions, exclusions and limitations of this agreement. The report adheres to the "TREC" Texas Real Estate Commission Standards which is readily available ) at

[http://www.trec.state.tx.us/inspector/rules\\_governing\\_inspectors.asp](http://www.trec.state.tx.us/inspector/rules_governing_inspectors.asp).