



HEDDERMAN ENGINEERING. INC.

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STRUCTURAL REPORT

3763 Rice Boulevard
Houston, TX 77005

Roy Devereux & Kristina Devereux

JANUARY 24, 2025



Inspector

Javier Almodovar

Engineer

281-355-9911

office@hedderman.com

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1: COVER LETTER

Information



HEDDERMAN ENGINEERING, INC.

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01/17/2024

TO: Roy Devereux & Kristina Devereux

REF: CONDITION OF PROPERTY SURVEY

Dear Roy Devereux & Kristina Devereux:

At your request, a visual survey of the house located at 3763 Rice Boulevard, Houston, TX 77005 was performed by Javier Almodovar. Transmitted herewith is the inspection report stating our professional opinions on whether the items of construction included in the survey are functional 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

2: PURPOSE/SCOPE

Information

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. Due to COVID 19 restrictions, our inspectors are sometimes required to wear masks indoors. This restricts the inspector from using his full set of senses that are needed during the inspection process by inhibiting the inspector from possibly detecting odors that may be indicative of a problem, including but not limited to, mold, musty odors, natural or LP gas odors, pet odors, urine or fecal odors, etc. 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.

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 leaks, 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 conducted at a single point in time, 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.

3: SITE CONDITIONS

Information

In Attendance	Weather	Occupancy
Structural Inspector, Mechanical Inspector, Termite Inspector, Owner, Sellers Agent Representative	Dry, Clear, Temperature - 40 - 50 degrees, Previous snow	Occupied
		Age of Home - Public Records
		According to public records, the house was built in 1940.

North-Front

For the purpose of the inspection and report, NORTH will be assumed to be from the rear of the house towards the front.

Note when reviewing the report

It is pointed out that when reviewing the report, the reader should be aware that photos and comments regarding specific issues are typically a **REPRESENTATIVE SAMPLE** of what we observed at the time of the inspection, and are not necessarily an exhaustive list of all instances of that item/condition on the property.

4: FOUNDATION

Information

Description: FOUNDATION OBSERVATIONS AND CONCLUSIONS:

The following items were inspected, with our Observations and Conclusions noted.

Description: Pier & Beam + Slab Add-on

The foundation of the original house was a pier and beam type foundation, with a reinforced concrete perimeter grade beam, and interior piers with supporting beams at the crawlspace under the house. The foundation of the add-on was a concrete slab on grade, and appeared to be reinforced with steel reinforcing rods (rebar)



Differential Movement: Reference point

See our field sketch below showing the elevation readings for this structure. 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. Height adjustments were made for variations in the height or thickness of the various floor coverings. If there is a step up or a step down into an area such as a garage, sunken room, balcony/patio area, or raised rooms, the elevation readings will have larger numbers due to the amount of the step.

We typically point out that foundations are rarely constructed perfectly level, so most properties have some unlevelness (typically ¾ 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.

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.

Differential Movement: Levelness - Some Sloping-Multi Story

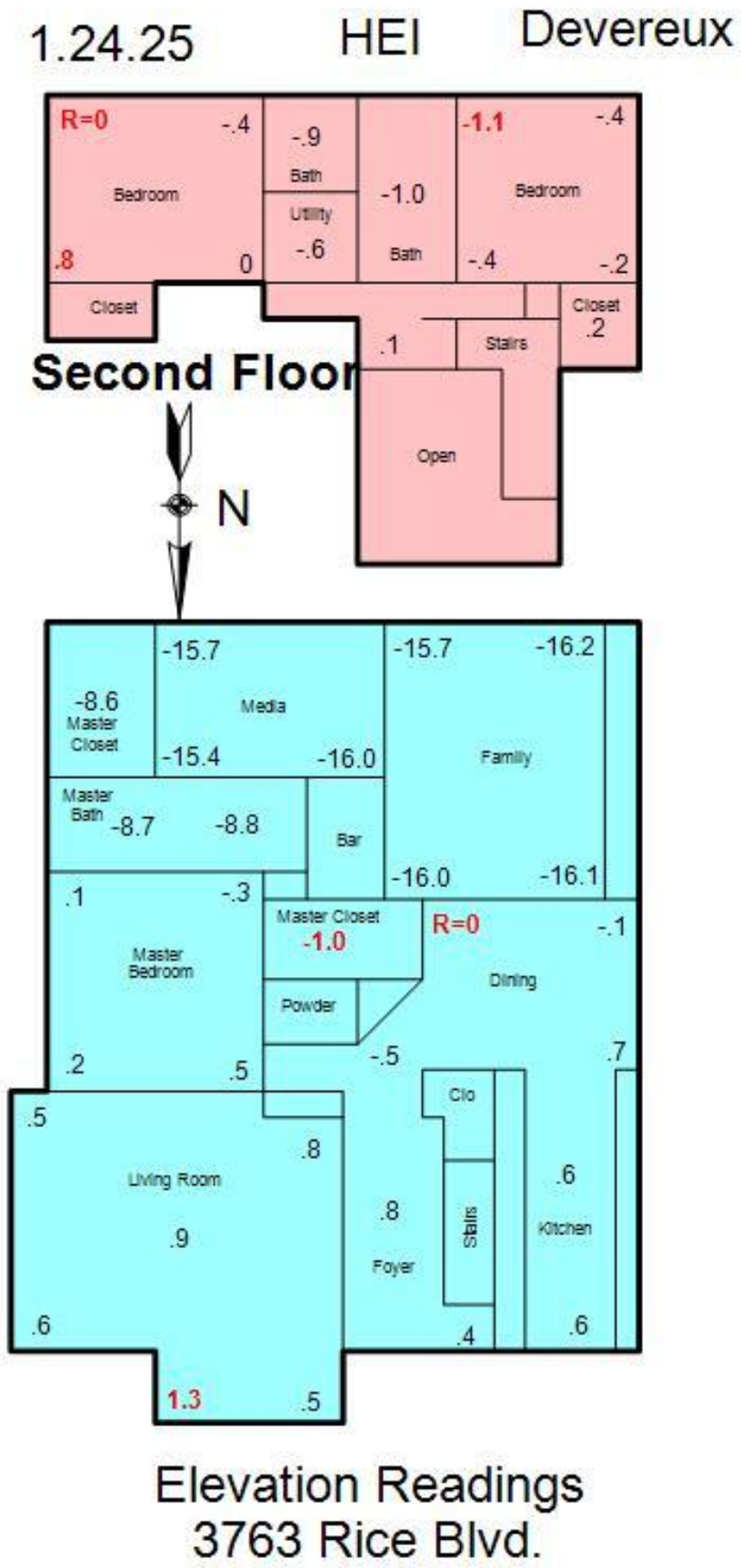
The floors were checked with an electronic level, and were observed to be sloping as shown in the sketch(es) below.

First Floor:

The difference in elevation between the high point and low point was 2.3 inches. The high point was located at the living room, and the low point was located at the east master closet. The unlevelness takes place over a horizontal distance of approximately 30-40 feet.

Second Floor:

The difference in elevation between the high point and low point was 1.9 inches. The high point was located at the east bedroom, and the low point was located at the west bedroom. The unlevelness takes place over a horizontal distance of approximately 30 feet.



Differential Movement: Veneer - Cracks/Patches

Cracks and/or patches were observed in the exterior veneer at the time of the inspection, including at the locations shown in the photos. It is recommended that the cracks be repaired for cosmetic purposes.

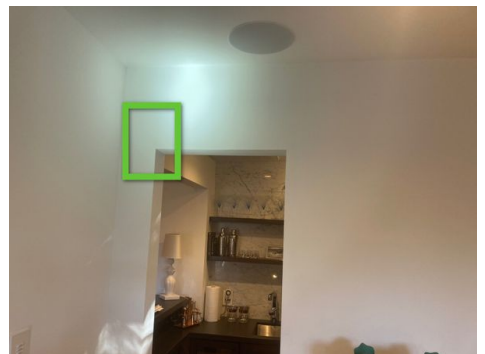
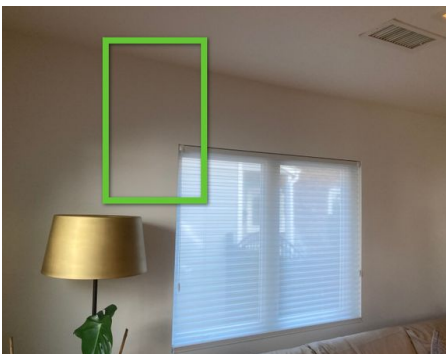
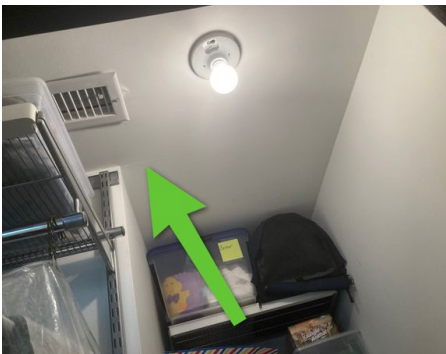
Obtain Cost Estimate**Differential Movement: Veneer - Painted**

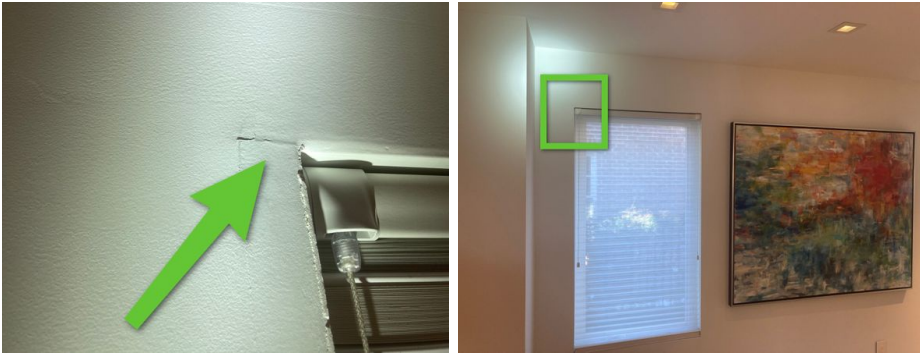
It is pointed out that the veneer was painted, and some cracks and patches in the veneer may not be visible.

Differential Movement: Sheetrock Cracks - Minimal

Dining room, family, living room, and the west bedroom closet.

We observed that sheetrock cracks were minimal in number and degree at the time of the inspection.





Differential Movement: Concrete Cracks - Observed

East side of the house

The foundation concrete was observed to have hairline cracks, including at the above locations.



Separation of Materials: Non latching doors

South master closet, and the second floorwest bathroom.

Doors that would not latch due to misalignment of the striker plate and the locking mechanism were observed.

Separation of Materials: "Ghost" doors

Utility

"Ghost" doors, where the door swings open and/or shut by itself due to unlevelness were observed.

Crawlspace: Access Opening - OK

The access to the crawlspace under the house was located as shown below, and we entered the crawlspace during the inspection. It is pointed out that the inspector only crawls to those areas under the house that can be safely accessed without having to crawl through water or other hazardous conditions.



Crawlspace: Cinder Block Piers - Functional

We observed concrete block piers under the house at the crawlspace that utilized CMU concrete cinder blocks rather than solid concrete blocks. The cinder blocks will be more vulnerable to cracking than the solid concrete blocks. While we did not observe significant cracking of the cinder blocks, it is recommended that the condition be monitored in the future. If the cinder blocks begin to crack, it may become necessary to replace them with solid concrete blocks.



FOUNDATION CONCLUSIONS: Moderate Movement

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 movement. However, the foundation showed evidences of some differential movement.

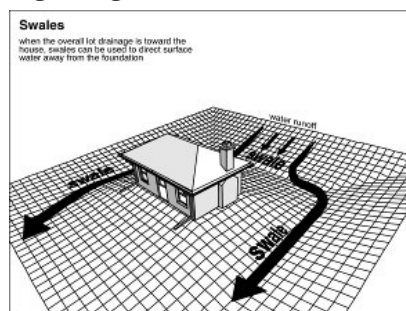
After careful examination, it is our opinion that the overall degree of the existing foundation movement for this structure is moderate, and is acceptable for a house of this age and type construction. The foundation is, in our opinion, functional and is not in need of releveling.

As a routine recommendation, it is recommended that the evidences of differential movement be monitored in the future to determine if the condition is stabilized, or if the foundation is continuing to settle. 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. It is also recommended that the soil around the foundation be kept moist by a regular watering program as the condition of the soil indicates.

Perimeter Grading/Drainage: FLOOD PLAIN

100 Year Floor Plain

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.



Perimeter Grading/Drainage: Appeared Adequate

The perimeter drainage around the property appeared to generally be adequate. It could not be determined with certainty if water would pool at any localized low areas around the property. Further investigation with the homeowner is recommended to determine if there are any drainage problems or water that ponds on the property after a rain.

R401.3

Repairs/recommendation

4.4.1 Other Observations**TREES AND/OR FOLIAGE**

Trees and/or foliage were observed in the vicinity of the house which can contribute significantly to differential movement of the house foundation. Care should be taken to prevent the trees and foliage from removing an excessive amount of water from near the foundation of the house.

4.5.1 Crawlspace

DEBRIS - REMOVE

We observed debris on the ground at the crawlspace, and it is recommended the debris be removed.

Obtain Cost Estimate



4.5.2 Crawlspace

INSULATION LOOSE

We observed that the fiberglass batt insulation between the floor framing at the crawlspace was loose and falling down at some locations in the crawlspace, and repair is needed.

Obtain Cost Estimate



4.5.3 Crawlspace

PIERS SETTLED - REPAIR

We observed piers under the house at the crawlspace that have settled, and are no longer supporting the house framing. It is recommended that a foundation repair contractor be contacted to make the needed repairs.

Obtain Cost Estimate



4.6.1 FOUNDATION CONCLUSIONS

RECOMMEND SEWER LEAK TEST

It is recommended that a plumber be contacted to perform camera observation or leak testing on the underground sewer piping to determine if the underground piping is leaking. A leaking sewer pipe can contribute significantly to the instability of the supporting soils by introducing excessive moisture into the soils, thus weakening them, resulting in foundation settlement.

Obtain Cost Estimate

4.6.2 FOUNDATION CONCLUSIONS

SOME REPAIRS NEEDED AT CRAWLSPACE

While the evidences of foundation movement were not such that the foundation needs to be releveled, there were some items observed at the crawlspace that need to be repaired as detailed above. Further investigation with a foundation repair contractor is recommended.

Obtain Cost Estimate

4.7.1 Perimeter Grading/Drainage

HIGH GRADING/FLOWER BED

HOUSE AND GARAGE

The perimeter grading and/or flower beds was too high at some areas, and was graded near or above the top of the foundation. It is recommended that the beds/soil be regraded as needed to prevent water penetration into the house, and to allow for proper drainage.

R401.3**Obtain Cost Estimate**

5: ROOF

Information

Roof Description: ROOF OBSERVATIONS AND CONCLUSIONS

The following items were inspected, with our Observations and Conclusions noted.

Roof Description: Composition Shingles

House and garage

The pitched 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.



**Roof Description: Roof Decking - Description**

Radiant Barrier, Plywood

The roof decking was observed from the attic space to be as described above.

Age of Roof-Estimated by Inspector: Age of Roof: 9-11 years

House

The age of the roof was unknown to the inspector at the time of the inspection. The roof appeared to the inspector to be approximately 9-11 years old.

Age of Roof-Estimated by Inspector: Age of Roof: 24-25 years

Garage

The age of the roof was unknown to the inspector at the time of the inspection. The roof appeared to the inspector to be approximately 24-25 years old.

Roof viewed from: Surface

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

Roof viewed from: Drone due to height and snow

Garage and the house upper roof

Due to the height and snow, the roof was not viewed from its surface due to safety concerns, but was viewed from photographs taken by a drone.

Roof Ventilation: Roof Vents

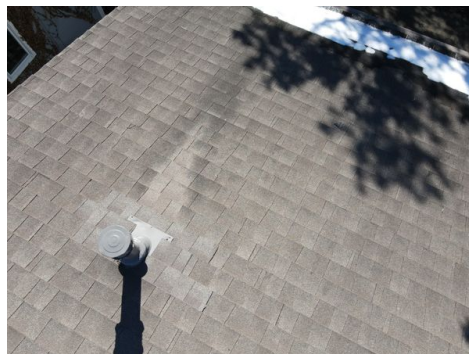
Solar Powered Vent Fan, Gable Vent(s)

The ventilation for the attic space was observed to include the following vents listed above.

Wear and Deterioration: Composition - Some

Discolored, Nail Heads not Sealed, Aggregate Missing

The composition roof surface was showing evidences of some deterioration of the roof surface as described above and shown below.

**Roof Details: Valley Narrow**

Front of the house

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.



Limitations

Roof viewed from

LIMITATIONS OF ROOF INSPECTION

It is pointed out that our roof inspection is limited to viewing the surface of the roof from only those areas determined by the inspector to safely accessible at the time and conditions of the inspection. If the height of the roof, steepness of the pitch, or surface conditions due to wear or weather are such that the inspector determines that he cannot safely access some or all of the roof, then we will use a drone if possible (subject to weather limitations and/or No Fly Zones) to take photos of the surface of the roof. The roof will also be viewed from the underside of the roof, from the readily accessible attic access decking. For areas of the attic/roof that are not readily accessible from the safety of secure access decking, the inspector is not required to walk off the decking across the attic framing members to access all portions of the attic. Therefore, it is pointed out that there may be deficient roof conditions present in the attic that are not visible on the day of the inspection due to the limitations imposed on the inspector. This emphasizes the need and responsibility of the client to do further investigations with a roofing contractor to determine all deficiencies with the roof before any option period ends.

Repairs/recommendation

5.8.1 Roof Details

DETERIORATED/MISSING SEALANTS

We observed sealants that were cracked/separated/missing and repair is needed.

Obtain Cost Estimate



5.8.2 Roof Details

SHINGLES DAMAGED

GARAGE

Shingles were observed to be damaged and the roof is in need of repair. Contact a roofing contractor to obtain a cost estimate for repairs.

Obtain Cost Estimate



5.8.3 Roof Details

SHINGLES LIFTED

Loose/broken shingles were observed at the front lower roof. Further investigation and repairs are recommended with a roofer.

Obtain Cost Estimate



5.9.1 Roof Leaks

ATTIC AT VENT PIPE

We observed water stains on a vent pipe that penetrated the roof surface. Further investigation is recommended with a roofing company to find the source of the leak, and make any needed repairs.

Obtain Cost Estimate



5.10.1 ROOF CONCLUSION

SERVICEABLE CONDITION - SOME REPAIRS NEEDED

HOUSE

The roof appears to be in generally serviceable condition at this time with some repairs needed for the item(s) shown above. 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

5.10.2 ROOF CONCLUSION

ROOF NOT SERVICEABLE - REPLACE COMPOSITION

GARAGE

After observing the age of the roof, the deteriorated condition of the majority of the shingles, and the evidences of roof leaks, it is my opinion that the roof is at the end of its normal, serviceable life, and replacement of the roof is needed at this time. It is recommended that a roofing contractor be contacted for a cost estimate to install a new roof.

Obtain Cost Estimate

6: STRUCTURAL FRAMING

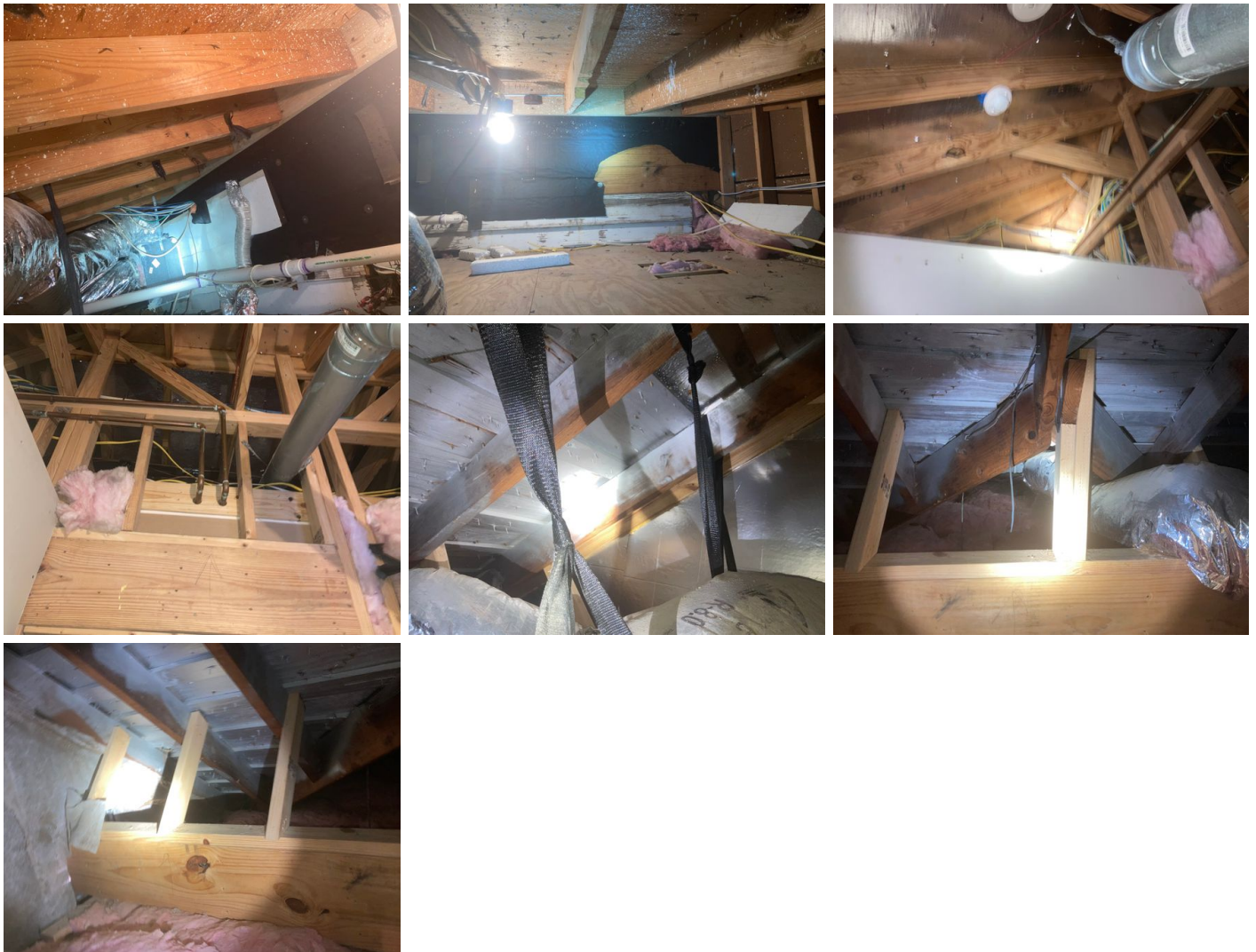
Information

Framing Description: OBSERVATIONS AND CONCLUSIONS

The following items were inspected, with our Observations and Conclusions noted.

Framing Description: Two story wood frame house with crawlspace

The house was observed to be a two story wood frame structure that includes the standard major framing components, including wall framing and ceiling joists, and roof framing, as well as the framing members under the house at the crawlspace.



Attic Framing: Viewed from attic access walkway

The attic space was viewed only from the areas determined by the inspector to be safely accessible from the access walkway.

Attic Framing: Roof Framing Less than Current Standards - Functional

The roof framing in the attic was observed to be less than the current construction standards for roof framing. Typical differences between older structures and current code requirements can include purlins that are not the same size as the rafters; the vertical bracing for the purlins being spaced more than four feet apart; ridge beams not sized large enough for the miter cuts on the rafters, etc. However, the framing was adequate when the house/garage was constructed, and has performed satisfactorily these many years. Houses/garages that are built to previous code

requirements are grandfathered, and are not required by the building code to be updated every time the code is revised. The framing is, in our opinion, functional and no repairs are recommended to the roof framing.

Crawlspace Framing: Functional

The crawlspace framing members were in generally good condition at the time of the inspection with no repairs recommended.

STRUCTURAL FRAMING CONCLUSION: Framing Functional - Multiple Story with Crawlspace

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 were functional at the time of the inspection, and no repairs are recommended. No significant deflections were observed in the roof framing as we were able to look up the plane of the roof from the different sides of the house. No unusual sloping of the upstairs floor framing was noted, beyond the normal amount of framing deflections for an upstairs floor. Also, no items were in need of repair at the framing members for the crawlspace under the house.

Limitations

Framing Description

INACCESSIBLE FRAMING NOT VIEWED

It is pointed out that framing members in the wall, ceiling, floor, and/or roof that were covered with finish construction materials were not accessible and were not viewed at the time of the inspection. HEI performs limited, visual inspection in accordance with industry standards and does not remove finish construction materials to view framing members that are not readily accessible and viewable.

Repairs/recommendation

6.7.1 Crawlspace Framing

WATER STAINS ON FRAMING

WEST SIDE OF THE CRAWLSPACE NEAR THE MASTER BEDROOM WEST WINDOW.

Water stains were observed at the crawlspace on the framing members. The materials did not appear to be rotted at the time of the inspection, and the water staining has not affected the ability of these framing members to perform their intended function. Therefore, no repairs are recommended at this time. It is recommended, however, that the source of the water that is causing the staining condition be eliminated.

Obtain Cost Estimate



7: WATER PENETRATION

Information

Water Penetration: OBSERVATIONS AND CONCLUSIONS

The following items were inspected, with our Observations and Conclusions noted.

Water Penetration: No Visible Evidences + Moisture Meter

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 window and door openings, bathrooms, and other locations susceptible to moisture intrusion with a moisture meter, and found no evidence of elevated moisture at the time of the inspection. Below are some typical photos taken at a few of the many locations checked throughout the house showing a consistent low moisture content.

Repairs/recommendation

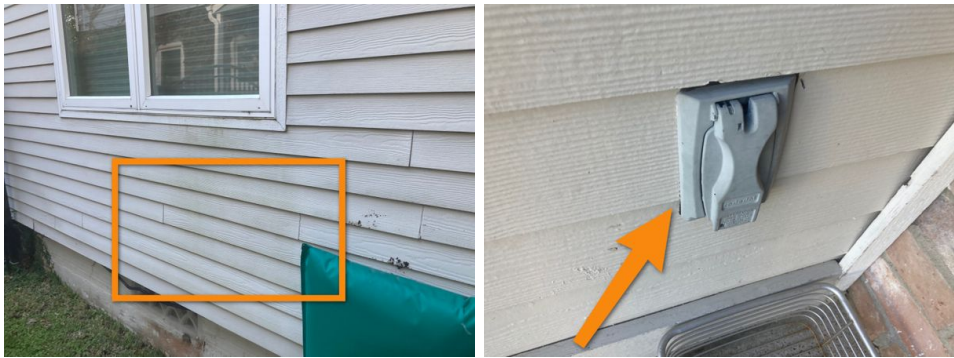
7.1.1 Water Penetration

VULNERABILITY TO WATER PENETRATION

Window sealants, Sealants deteriorated/missing, Light Fixtures, Vent Caps, Hose Bibb, Electric outlet, Piping, Door Threshold, Vertical joint between materials

A substantial vulnerability to water penetration was observed at penetrations/openings through the exterior building envelope, and it is recommended that all penetrations/openings be sealed against water penetration. Typical examples on a structure may include light fixtures, air conditioning refrigerant lines, water piping, gas piping, vent caps, windows, doors, expansion joints, etc. Below is a representative sample of locations and/or photographs showing some, but not necessarily all, locations where there is a vulnerability to water penetration. Have a contractor provide a cost estimate to seal all vulnerable areas on the exterior building envelope against water penetration and/or open up any clogged weepholes in the veneer.

Obtain Cost Estimate



8: FIREPLACE/CHIMNEY

Information

Observations: FIREPLACE OBSERVATIONS AND CONCLUSIONS

The following items were inspected, with our Observations and Conclusions noted.

Metal Fireplace: Location

Family Room

Metal Fireplace: Description-Metal Fireplace

Metal Chimney Flue Through Roof, Ceramic gas log, Remote

The fireplace was a prefabricated metal fireplace as described above and shown in photos below.



Metal Fireplace: Chimney flue not visible for entire flue

It should be noted that the inside of the chimney flue is not visible due to the construction of the chimney, and was not inspected. The chimney flue extends from just above the fireplace opening inside the house to the top of the chimney. If this a concern to you, we recommend that a fireplace service company be contacted.

Obtain Cost Estimate

Metal Fireplace: Remote - Functional

The remote control device was operationally checked at the time of the inspection, and was functional. The remote control turned the gas burner for the gas log on and off.

Metal Fireplace: Ceramic gas log functional

The ceramic gas log was operationally checked by lighting the burner, and was functional.

Repairs/recommendation

8.2.1 Metal Fireplace

FRONT GLASS DISCOLORED

The front glass to the fireplace was discolored and needs to be cleaned.

Obtain Cost Estimate

9: ATTIC

Information

Observations and Conclusions: OBSERVATIONS AND CONCLUSIONS

The following items were inspected, with our Observations and Conclusions noted.

Ladder: Original ladder - Not rated

The access ladder into the rear attic appeared to be the original installation ladder, and the ladder was not labeled to indicate the rated capacity of the ladder.



Attic Viewed From: Viewed from attic decking

The attic was entered and was viewed from the access decking provided in the attic. It is pointed out that the inspector is not required to access areas of the attic without the safety of adequate walkway decking.

Service decking/platform decking: Adequate decking

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.

Insulation: R30 Batt

The insulation in the attic was average by today's standards. The normal amount of insulation for attics in this area is an R38 energy rating. This attic had approximately 9-10 inches of fiberglass batt insulation in the ceiling, which was marked as being an R30. It is pointed out that the insulation requirements according to the latest standard for new houses in this area is an R38 energy rating.



Insulation: Insulation installed with vapor barrier backwards

Some of the insulation in the crawlspace was installed with the vapor barrier towards the crawlspace area, rather than down against the subfloor. This layout it's a fire hazard and the insulation should be flipped.

Obtain Cost Estimate



Limitations

Attic Viewed From

ATTIC NOT ALL ACCESSIBLE

The entire attic space was not accessible from the decking provided, and if remote areas were viewed at all, it would be from the safety of the access decking. Note that it is our policy to not walk off the access decking nor climb over equipment to walk across framing members due to safety hazards and the potential for damaging equipment/ductwork and/or slipping off the framing members and falling through the ceiling. It is pointed out that there may be deficiencies in the attic and/or for the roof that were not viewed at the time of the inspection due to a lack of access walkway decking.

Power vent fans

NO ACCESS, NOT CHECKED

The power vent fan in the attic was not accessible, and was not turned on at the time of the inspection. The unit was not operationally checked.

Repairs/recommendation

9.2.1 Ladder

LADDER ATTACHMENT IMPROPER

Nail(s) missing in spring arm pivot(s), Nails backing out

The stair assembly was not properly installed or secured to the framing members, and repair is needed for safety purposes. The condition(s) can be a safety hazard, and repair is needed, as an improperly installed stair assembly can possibly collapse.

Obtain Cost Estimate

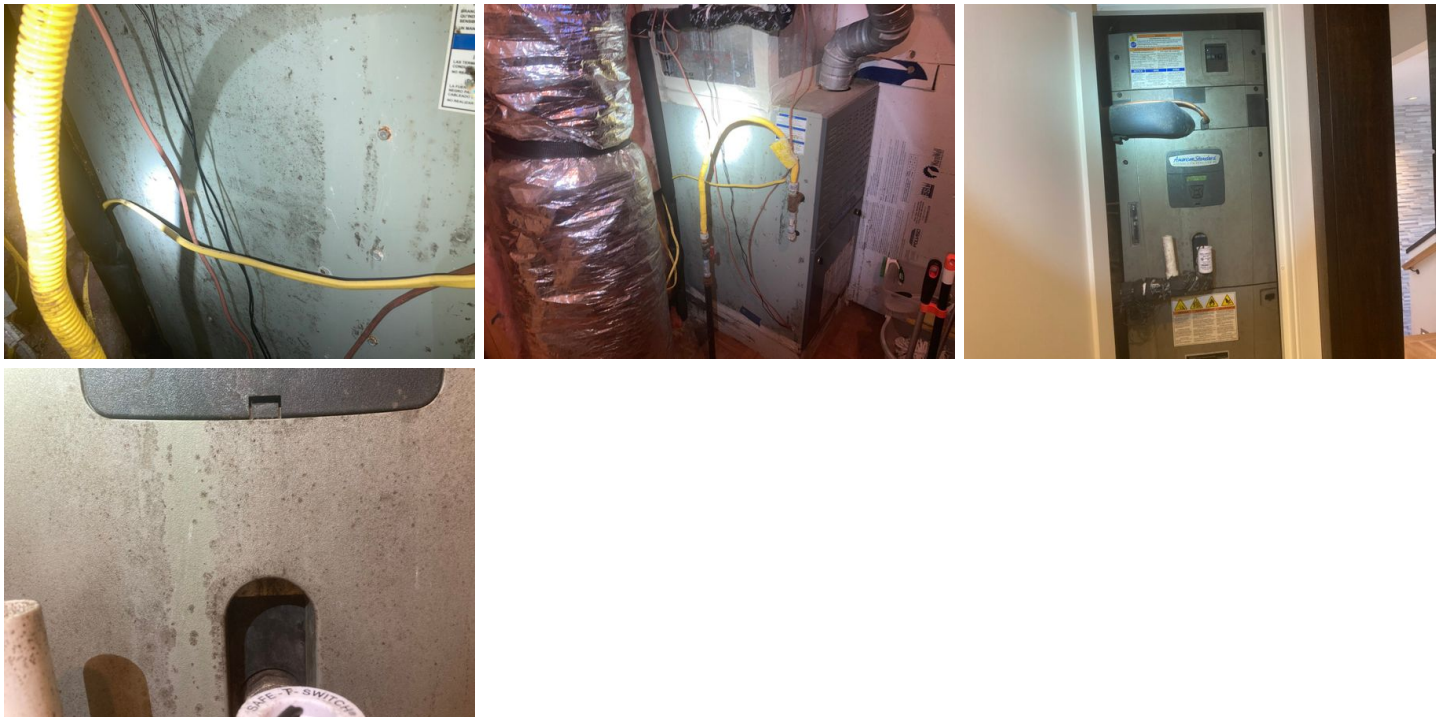


9.9.1 Miscellaneous

MICROBIAL GROWTH - HVAC EQUIPMENT

A microbial growth was observed in the attic on the HVAC equipment/ductwork. This condition can be an indication of inadequate attic ventilation. Further investigation with a service company is recommended to determine if additional attic ventilation is needed.

Obtain Cost Estimate



10: EXTERIOR CLADDING

Information

Description: Descriptions:

The materials, styles, and components present and observable at the time of the inspection are as follows:

Cladding Material: Cladding Material

Brick Veneer, Cement Siding



Asbestos Siding: Further Investigation

Garage siding

Although our inspection specically excludes searching for materials containing asbestos, we occasionally see a material in a readily accessible location that may contain asbestos fibers, and we feel that we would be negligent not to point it out and recommend that further investigations be performed by a qualified professional. The suspected asbestos containing material was located at the siding.



Repairs/recommendation

10.8.1 Fiberboard Siding

LOOSE SIDING

REAR OF THE HOUSE

The siding was loose and needs to be secured. Have a contractor provide a cost estimate for all needed repairs.

Obtain Cost Estimate



11: EXTERIOR ITEMS

Information

Description: OBSERVATIONS AND CONCLUSIONS

The following items were inspected, with our Observations and Conclusions noted.

Flatwork Concrete/Patios/Walkways: Flatwork Concrete OK

Driveway

The flatwork concrete listed above was in generally good condition at the time of the inspection with no significant repairs needed. Note that there may be some small cracks in the concrete, but in the opinion of the inspector, the concrete is still functional.



Gutters and Downspouts: Gutters and Downspouts - OK with some repairs needed

They gutters and downspouts were generally OK with some repairs needed as noted below.

Gates and Fences: Gates and Fences - Some Repairs

The gates and fences were in generally good condition at the time of the inspection with some repairs observed to be needed as shown below under Recommendations/Repairs.

Garage: Stored Items

The garage had stored items in the garage, and access was limited inside the garage. We did not move any item in the garage, and not all of the garage was viewed at the time of the inspection.



Garage Door: Garage door - OK

The garage door was in generally good condition at the time of the inspection, and no significant repairs needed.



Repairs/recommendation

11.3.1 Gutters and Downspouts

DEBRIS

The gutters were observed to have debris in them and are in need of cleaning.

Obtain Cost Estimate



11.3.2 Gutters and Downspouts

GUTTER DAMAGED

REAR OF THE GARAGE

The gutter was damaged and needs to be repaired.

Obtain Cost Estimate



11.3.3 Gutters and Downspouts

LEAKING

The gutters were leaking at the joints and need to be sealed and made watertight.

Obtain Cost Estimate

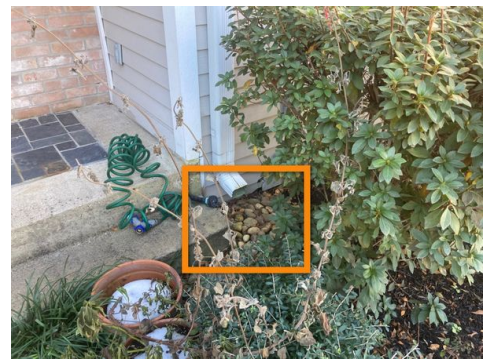


11.3.4 Gutters and Downspouts

DS SPLASH BLOCK

Some of the downspouts were missing splash blocks.

Obtain Cost Estimate



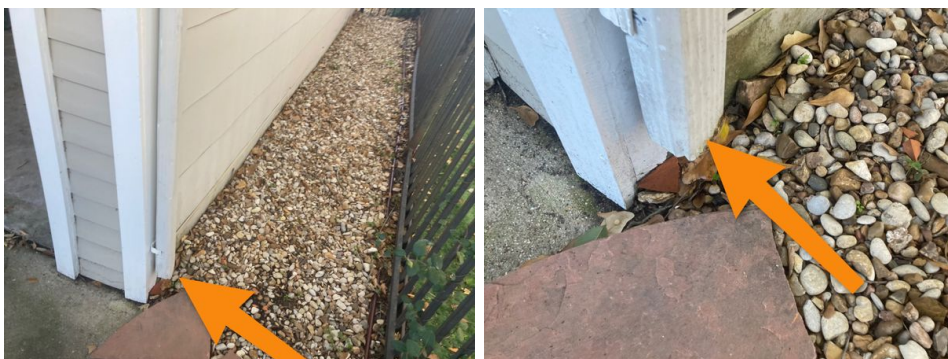
11.3.5 Gutters and Downspouts

ELBOW DIVERTERS

GARAGE

Some of the elbow diverters were missing/damaged at the bottom of the downspouts. It is recommended to install the missing/damaged elbows.

Obtain Cost Estimate



11.4.1 Gates and Fences

WOOD FENCE

Covered with ivy

The wood fence was in need of some repairs.

Obtain Cost Estimate



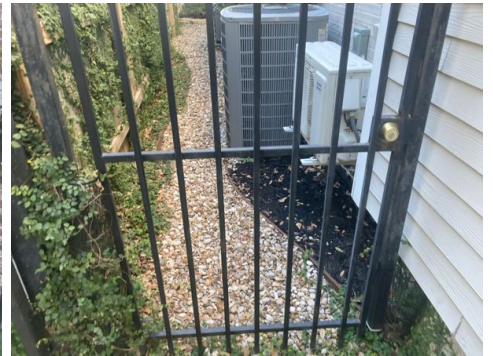
11.4.2 Gates and Fences

WROUGHT IRON FENCE

Rusted

The wrought iron fence was in need of some repairs.

Obtain Cost Estimate



11.5.1 Wood Rot

WOOD ROT

Door Trim at Garage, Garage wood siding

We observed evidences of wood rot and it is recommended that all rotted wood be replaced. Have a contractor provide a cost estimate to determine the entire scope of the wood rot, and provide a cost estimate to replace all rotted wood in the house.

Obtain Cost Estimate



11.7.1 Garage

FOUNDATION IRREPAIRABLE

The concrete floor of the garage was badly cracked and has experienced significant foundation settlement. The degree of the cracking was such that the concrete floor is, in our opinion, essentially irreparable without removing the garage foundation and replacing it with a new concrete foundation. It is cautioned that, if the floor is not replaced, then movement of the walls and other structural framing members can occur if the damaged foundation moves. Further investigation with a contractor is recommended to obtain cost estimates for replacing the foundation vs. tearing the garage down and replacing it.

Obtain Cost Estimate



11.7.2 Garage

WATER PENETRATION

BOTTOM OF THE WALLS

We observed water penetration into the garage. Have a service company provide a solution and cost estimate for repairs.

Obtain Cost Estimate



12: INTERIOR ITEMS

Information

Description: OBSERVATIONS AND CONCLUSIONS

The following items were inspected, with our Observations and Conclusions noted.

Windows: Operational - No repairs

No items requiring repair were observed concerning the operation of the windows. The windows that were accessible at the time of the inspection were opening and closing properly.

Windows: Windows are double pane

The windows in the house were observed to be double pane windows.

Smoke alarms: Installed at required locations

Smoke alarms were observed to be installed at all required locations in the house as set forth in the 2015 International Residential Code. The current code gives the Locations required, the Power Source, and the Interconnectivity requirements.

R314.3 Location.

Smoke alarms shall be installed in the following locations:

1. In each sleeping room.
2. Outside each separate sleeping area in the immediate vicinity of the bedrooms.
3. On each additional story of the dwelling, including basements and habitable attics but not including crawl spaces and uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level provided that the lower level is less than one full story below the upper level.

R314.4 Interconnection.

Where more than one smoke alarm is required to be installed within an individual dwelling unit in accordance with Section R314.3, the alarm devices shall be interconnected in such a manner that the actuation of one alarm will activate all of the alarms in the individual unit. Physical interconnection of smoke alarms shall not be required where listed wireless alarms are installed and all alarms sound upon activation of one alarm.

R314.5 Combination Alarms

Combination smoke and carbon monoxide alarms shall be permitted to be used in lieu of smoke alarms.

R314.6 Power source.

Smoke alarms shall receive their primary power from the building wiring when such wiring is served from a commercial source, and when primary power is interrupted, shall receive power from a battery. Wiring shall be permanent and without a disconnecting switch other than those required for overcurrent protection.

Limitations

Smoke alarms

SMOKE ALARMS NOT OPERATIONALLY CHECKED

We could not determine if the smoke alarms are connected to a security alarm system as is common practice, therefore, to avoid possibly triggering a security alarm we did not operationally check each device, nor did we check the interconnectivity of the alarms. For safety purposes, it is recommended that smoke detectors and carbon monoxide detectors be replaced every ten years.

Carbon monoxide detector

NOT CHECKED

Homes are required to be protected by carbon monoxide alarms as set forth in the 2015 International Residential Code. Note that checking alarm systems is beyond the scope of our inspection and is excluded from the inspection. For safety purposes, it is recommended that smoke detectors and carbon monoxide detectors be replaced every ten years.

Repairs/recommendation

12.2.1 Doors

NON-LATCHING AT STRIKER PLATE

SOUTH MASTER CLOSET, AND THE SECOND FLOOR WEST BATHROOM.

We observed non-latching doors that were in need of adjustment to the striker plate on the door frame.

Obtain Cost Estimate

12.2.2 Doors

HARDWARE REPAIR

SECOND FLOOR EAST BEDROOM, AND THE SECOND FLOOR NORTH ATTIC.

Doors were observed that had loose hardware in need of repair. Contact a service company to make the needed repairs.

Obtain Cost Estimate

12.2.3 Doors

DOOR LOCK REPAIR

SECOND FLOOR EAST BATHROOM, SECOND FLOOR WEST BEDROOM, MASTER BEDROOM, AND THE SECOND FLOOR WEST BATHROOM.

Doors had hardware in need of repair to the door lock. Contact a service company to make the needed repairs.

Obtain Cost Estimate

12.3.1 Windows

CRACKED/BROKEN

ATTIC

Cracked/broken windows were observed that need to be replaced.

Obtain Cost Estimate



12.3.2 Windows

WINDOW SCREENS DAMAGED

WEST BEDROOM

Window screens were observed to be damaged.

Obtain Cost Estimate

12.4.1 Floor coverings

FLOOR TILES CRACKED

UTILITY

Floor tiles were cracked and it is recommended they be replaced.

Obtain Cost Estimate



12.4.2 Floor coverings

TILES GROUT CRACKED/MISSING

SECOND FLOOR EAST BATHROOM, AND THE MASTER BATHROOM.

The grout was cracked/missing and needs to be repaired.

Obtain Cost Estimate



12.4.3 Floor coverings

WOOD FLOOR - DISCOLORED

The wood floor was discolored and have high moisture at some locations. Further investigation with a service company is recommended to determine the cause of the staining and the extent of any needed repairs.

Obtain Cost Estimate

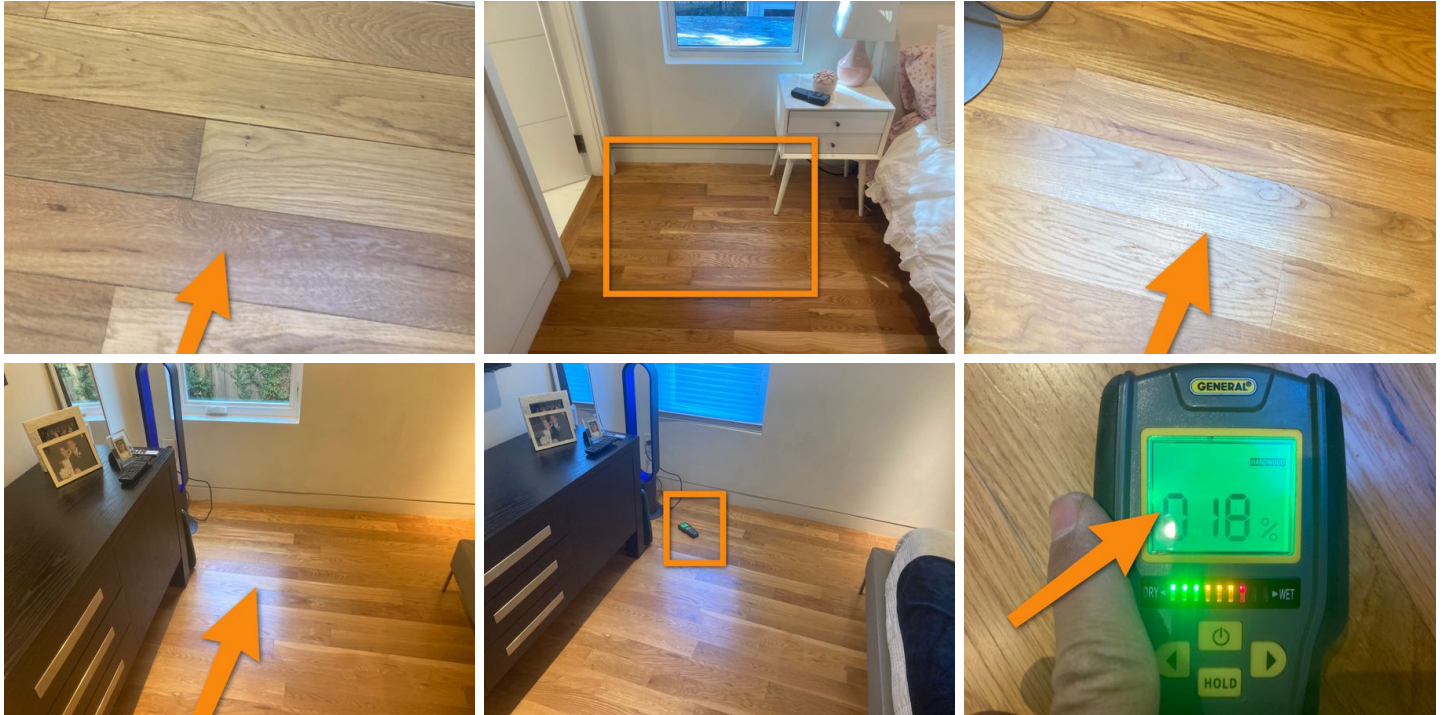


12.4.4 Floor coverings

WOOD FLOOR WASHBOARD

MASTER BEDROOM AND THE SECOND FLOOR EAST BEDROOM.

The wood floor boards were observed to be cupped, with the edges of the boards curling upwards into a “washboard” effect. This condition is typically caused by moisture entering the wood and causing the boards to swell in size, causing peaking of the edges as they are pressed together. Further investigation with a wood floor specialist and/or a service company is recommended to determine the source of the moisture, and to make any needed repairs.

Obtain Cost Estimate

12.10.1 Other Interior Observations

MICROBIAL GROWTH

UTILITY, AND THE EAST BEDROOM

A microbial growth was observed, and further investigation is recommended with a service company to determine the cause of the growth, and to provide a cost estimate for any needed repairs.

Obtain Cost Estimate

13: CLOSE

Information

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 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 4 of this report.

Items identified as being deficient and/or in need of repair along with our Recommendations are provided in the above report. Many, but not all, recommendations are highlighted in bold red text. It is our intention, and your responsibility, that you follow up on these deficiencies and recommendations as part of your due diligence by contacting the appropriate service contractor(s) for Further Investigation, Obtain a cost estimate and/or Contact the Builder. It is pointed out that other related and/or underlying conditions may be present, and which may not be apparent without further investigation by qualified service companies. It is emphasized how important it is for you if you intend to rely on our report(s), to continue to gather the in-depth information that will be obtained by further investigation with appropriate service technicians who will use their specialized knowledge of the component(s) and the related building codes along with their specialized diagnostic equipment to give you a TOTAL PICTURE of the condition of the property. Failure on your part to do your due diligence will constitute negligence on your part and result in an incomplete body of knowledge upon which you base your decisions regarding this property. We recommend that your further investigations be done before the expiration of your option period and before closing on the property.

We also recommend that you review the Service Agreement at the end of this report regarding any complaint concerning the inspection services provided pursuant to the service agreement. As agreed to, 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 reinspection 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 reinspection by HEI as agreed above.**

As an additional service, we recommend using a new tool we have on our website that can quickly turn your inspection report into an easy-to-read estimate of repairs for a nominal fee. These pricing reports from a third party company called **RepairPricer** not only make the inspection report easy to understand in terms of dollars and cents, but they are also useful negotiation tools. Just visit the page below on our website and upload your report into **RepairPricer**. If you have any questions when you receive your report, you can contact them at info@repairpricer.com <http://www.heddermanengineering.com/repair-cost-estimates>

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,
Kyle Kuhl
Texas Licensed Professional Engineer #141672
Texas Firm Number: 7942



14: RECEIPT

Information



HEDDERMAN ENGINEERING, INC.

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

01/17/2024

TO: Roy Devereux & Kristina Devereux

REF: Inspection of the property at 3763 Rice Boulevard, Houston, TX 77005.

Total cost of inspection:	\$1,100.00
Total Paid:	<u>\$1,100.00</u>
Total Due:	- 0 -

15: SERVICE AGREEMENT

Information

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

NAME OF CLIENT(S): Roy Devereux & Kristina Devereux

DATE OF INSPECTION: 01/17/2024

PROPERTY ADDRESS: 3763 Rice Boulevard, Houston, TX 77005

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 also not our purpose to verify the adequacy and/or design of any component of the house, including the proper sizing and compatibility of HVAC, Electrical, and/or Plumbing components.

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 if there is an adequate access opening (18" x 24" per the International Residential Code) and then only from the crawlspace 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 **if the roof is 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, debris, appliances, stored items, insulation, etc., will not be moved or removed. 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. If an item is not readily accessible and cannot be viewed, it is excluded from 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, waterline tiles, 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 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 performance of the 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 reinspection 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.

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.

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, INCLUDING SATURDAYS, SUNDAYS, AND/OR HOLIDAYS, THE CLIENT WILL BE CHARGED ½ OF THE ORIGINAL INSPECTION FEE AND AGREES TO PAY SUCH PENALTY FEE. IF THE INSPECTION IS CANCELLED LESS THAN ONE HOUR BEFORE THE SCHEDULED TIME OF THE INSPECTION, THE CLIENT WILL BE CHARGED THE FULL INSPECTION FEE.



I HAVE READ AND ACCEPT THIS AGREEMENT