

**This report is prepared exclusively for the client and is not transferable. This is not a Wood Destroying Insect Report, Structural Engineers Report, Insurance Report, Warranty Report or a Municipal Inspection. This report is intended to provide the client with a synopsis, in good faith, of the physical condition of the real estate improvements observed. This inspection cannot identify all defects or problems.** Only representative samples, of repetitive items, are inspected (for example; electric receptacles or ceiling joists). **Electronic combustible gas leak tests are only performed on appliances and appliance connections. No warranties or guarantees expressed or implied. This page is the invoice/receipt and payment is due upon completion of the inspection.** The inspection fee is the only compensation for this inspection, nor will I provide any compensation for referrals.

603 E Pecan Dr. /Tomball, TX 77375  
[www.CheckItOutTX.com](http://www.CheckItOutTX.com)  
936-443-1177

## PROPERTY INSPECTION AGREEMENT

**Client:**

**Date:**

**Agent:**

**Address:**

**Inspection: S**

**Conditions:** Payment is due before or at the time of inspection, no exceptions. This means you will not receive the inspection report without the receipt of payment • The report will be delivered as a PDF file via eMail the following day • Properties such as Duplexes or apartments and additional services are subject to additional charges • Reinspection Fees start at 1/2 of the original TREC inspection fee.

*Inspected by Chris Zimmerman, TREC license #21082*

This property inspection report may include an inspection agreement (contract), addenda, and other information related to property conditions. If any item or comment is unclear, you should ask the inspector to clarify the findings. It is important that you carefully read ALL of this information. This inspection is subject to the rules ("Rules") of the Texas Real Estate Commission ("TREC"), which can be found at [www.trec.state.tx.us](http://www.trec.state.tx.us). The TREC Standards of Practice (Sections 535.227-535.233 of the Rules) are the minimum standards for inspections by TREC - licensed inspectors. An inspection addresses only those components and conditions that are present, visible, and accessible at the time of the inspection. While there may be other parts, components or systems present, only those items specifically noted as being inspected were inspected. The inspector is not required to move furnishings or stored items. The inspection report may address issues that are code-based or may refer to a particular code; however, this is NOT a code compliance inspection and does NOT verify compliance with manufacturer's installation instructions. The inspection does NOT imply insurability or warrantability of the structure or its components. Although some safety issues may be addressed in this report, this inspection is NOT a safety/code inspection, and the inspector is NOT required to identify all potential hazards.

In this report, the inspector will note which systems and components were Inspected (I), Not Inspected (NI), Not Present (NP), and/or Deficient (D). General deficiencies include inoperability, material distress, water penetration, damage, deterioration, missing parts, and unsuitable installation. Comments may be provided by the inspector whether or not an item is deemed deficient. The inspector is not required to prioritize or emphasize the importance of one deficiency over another.

Some items reported as Deficient may be considered life-safety upgrades to the property. For more information, refer to Texas Real Estate Consumer Notice Concerning Recognized Hazards, form OP-I.

This property inspection is not an exhaustive inspection of the structure, systems, or components. The inspection may not reveal all deficiencies. A real estate inspection helps reduce some of the risk involved in purchasing a home, but it cannot eliminate the risk, nor can the inspection anticipate future events or changes in performance due to changes in use or occupancy. It is recommended that you obtain as much information as is available about this property, including any sellers disclosures, previous inspection reports, engineering reports, building/remodeling permits, and reports performed for or by relocation companies, municipal inspection departments, lenders, insurers, and appraisers. You should also attempt to determine whether repairs, renovation, remodeling, additions, or other such activities have taken place at this property. It is not the inspector's responsibility to confirm that information obtained from these sources is complete or accurate or that this inspection is consistent with the opinions expressed in previous or future reports.

ITEMS IDENTIFIED IN THE REPORT DO NOT OBLIGATE ANY PARTY TO MAKE REPAIRS OR TAKE OTHER ACTION, NOR IS THE PURCHASER REQUIRED TO ASK THAT THE SELLER TAKE ANY ACTION. When a deficiency is reported, it is the client's responsibility to obtain further evaluations and/or cost estimates from qualified service professionals. Any such follow-up should take place prior to the expiration of any time limitations such as option periods. Evaluations by qualified tradesmen may lead to discovery of additional deficiencies which may involve additional repair cost. Failure to address deficiencies or comments noted in this report may lead to further damage to the structure or systems and add to the original repair costs. The inspector is not required to provide follow-up services to verify that proper repairs have been made.

Property conditions change with time and use. For example, mechanical devices can fail at any time, plumbing gaskets and seals may crack if the appliance or plumbing fixture is not used often, roof leaks can occur at any time regardless of the apparent condition of the roof, and the systems may change due to changes in use or occupancy, effects of weather, etc. These changes or repairs made to the structure after the inspection may render information contained herein obsolete or invalid. This report is provided for the specific benefit of the client named above and is based on observations made at the time of inspection. If you did not hire the inspector yourself, reliance on this report may provide incomplete or outdated information. Repairs, professional opinions or additional inspection reports may affect the meaning of the information in this report. It is recommended that you hire a licensed inspector to perform an inspection to meet your specific needs and to provide you with current information concerning this property.

Promulgated by the Texas Real Estate Commission (TREC) @ [www.trec.state.tx.us](http://www.trec.state.tx.us) Phone 512-459-6544

Client Initials \_\_\_\_\_

**Inspection Agreements, Provisions and Limitations**  
**Reading the entire report will add value and understanding to your inspection**

1. BY CONTRACTING THIS INSPECTION, ALLOWING THIS INSPECTION, OR RELYING ON THIS REPORT IN ANY WAY OR FASHION; YOU AGREE TO EACH AND EVERY PROVISION OF THIS REPORT AND THE TEXAS REAL ESTATE COMMISSION "STANDARDS OF PRACTICE" FOR HOME INSPECTORS.
2. THIS AGREEMENT IS PART OF THE INSPECTION REPORT AND DOES NOT REQUIRE THE CLIENT'S SIGNATURE.
3. WHAT THE INSPECTOR DOES: To help my client make a more informed decision or decisions about this property improvement; I perform a limited visual inspection of, and render opinions about the readily accessible items that are listed on this report. I inspect accessible appliances in their normal or manual modes of operation. I note whether each item inspected is performing the function for which it was intended and/or if it has a visual deficiency. If I report that an item is not performing its intended function, if it has a deficiency, or if it shows signs of prior damage or repair; then I recommend that the item be inspected by a licensed or otherwise qualified and reputable specialist before closing the sale. I recommend that the buyer ask the seller about modifications, covered up items, previous problems, and repairs made to this property. I recommend that the locks be changed. I recommend semi-annual service for Heating, Venting, and Air Conditioning Systems. Any measurement or temperature noted on this report is only an estimate. I reserve the right to amend this report. And I am notifying you that the TREC has a Real Estate Recovery Fund which was established for the reimbursement of certain aggrieved persons.
4. WHAT THE INSPECTOR DOES NOT DO: I do not represent myself as an engineer or specialist for any particular item. I cannot remove uncertainty, nor can I guaranty against errors or omissions. It should be understood that every deficient condition or problem cannot be identified within the limited time-frame and scope of this inspection. I do not inspect for adequacy of design, capacity, value, or habitability. This report does not represent or insure the operation or condition of any item after the time of inspection. I do not inspect any item that I cannot see in a normal/typical inspection. I do not move furniture, clothes, or other types of storage, and any such effort can only be partial in context. I do not do destructive inspections or testing. I do not guarantee the presence of safety glass. I do not activate electric, water or gas service to any house. I do not pressure test plumbing. I do not dismantle equipment or inspect component parts. I do not operate cooling systems when the exterior ambient temperature is below      Fahrenheit. I do not operate heat pumps in the heating mode when the exterior ambient temperature is above Fahrenheit.  
I do not inspect for swimming pool or jacuzzi leaks. I do not inspect any item not listed on this report, for example; refrigerators, laundry equipment, alarm or communications systems, low voltage or fiber optic systems, humidifiers, solar devices, water conditioners or filters, retractable blinds or awnings, and any cursory reference to non-standard items such as these can only be partial in context. I only make cursory references about exterior and exterior finishes unless they relate to water penetration or structural integrity. I do not guarantee safety. I do not inspect for environmental or health issues. The presence or absence of mold or mildew is beyond the scope of this inspection. I cannot and do not identify the origin of manufacture of gypsum or wall-board. I do not give repair estimates. Longevity estimates are beyond the scope of a TREC inspection and any made are only opinions based on experience and common knowledge. I do not negotiate for repairs nor do I qualify any order in which repairs must be done.
5. WHAT THE CLIENT DOES: YOU AGREE TO READ THIS ENTIRE REPORT and any other documents related to the physical condition of this property in a timely manner before closing. If any item is noted as deficient, if it has had prior repairs, if you do not feel comfortable with the performance or appearance of something, or if you want or need more detailed information about these matters; it is your responsibility to hire individual specialist to make independent inspections. Visual inspections are considered the BEGINNING of the Due Diligence process by the buyer and NOT the final or the end of Due Diligence. If you have a question about this inspection or the condition of this property, you agree to contact me before closing the sale. You understand that there is likely to be some additional discovery after taking possession of this property, when remodeling, or renovating this property. You should research for transferable warranties applicable to this property. You agree to do your own research about any safety and environmental issues related to this property because these types of issues are so personal. Beware; purchasing a property is ultimately the buyer's responsibility.
6. THIS AGREEMENT LIMITS CHECK IT OUT INSPECTIONS/CHRIS ZIMMERMAN LIABILITY SOLELY TO THE AMOUNT OF THE INSPECTION FEE PAID. The client agrees to indemnify, defend and hold harmless Chris Zimmerman / Check It Out Inspections, from any and all damages, expenses, costs and attorney fees. The client understands, agrees and acknowledges that Chris Zimmerman / Check It Out Inspections assumes no liability or responsibility for the cost of repairing or replacing any unreported defects or deficiencies either current, or arising in the future, or any property damage, consequential damage or bodily injury of any nature relating thereto. If there is a complaint about this inspection the client must notify me in writing within ten (10) days after the problem is discovered and allow me to reinspect before changing the conditions (except in emergencies); otherwise all claims for damages arising out of such a complaint are waived. Any corrective action taken without my consultation relieves me of any and all liability. If you pursue any legal action against me based on this inspection but fail to prevail, you will be liable for my attorney's fees and all necessary cost related to such actions. You understand that; if any portion of this agreement is found to be invalid or unenforceable by any court or arbiter the remaining terms shall remain in force.
7. IF YOU ARE NOT THE CLIENT NOTED ON THIS REPORT; then you realize and understand that you have no rights nor privileges in regards to this report.

Client Initials \_\_\_\_\_

## PROPERTY INSPECTION REPORT AGREEMENT ABOUT THE INSPECTION REPORT

### A. What the Check Boxes Mean

The TREC has promulgated a checkbox system which helps to identify the condition of the property improvements. Every inspection report which relies on the TREC Standards of Practice utilizes this checkbox system. Comments regarding these boxes are in the TREC Scope of this inspection which is in the main body of text on page 1 of this document.

**I = Inspected** - If this box is checked then the system or item was present and it was inspected. If no other box is checked then this system or item was present, it performed the function for which it was intended, no deficiencies were apparent at the time of inspection, and no other notation is necessary. If a deficiency was apparent at the time of inspection then the D box will also be checked.

**NI = Not Inspected** - If this box is checked then this system or item was present, but it was not inspected. If this box is checked then a reason shall be given as to why the system or item was not inspected.

**NP = Not Present** - If this box is checked then this system or item was not present or it was not observed at the property. Sometimes a system or item may be covered up or otherwise hidden on a property. But if this box is checked then to the best of the inspector's knowledge it is not present.

**D = Deficient** - If this box is checked then there is a recognized deficiency. The deficiency might be an item which is inoperable or in need of repair. It might be a deficiency which only requires service. Or it might be a deficiency because the manner or way the item was built or installed has become obsolete. The TREC has identified some safety issues or concerns which are required to be identified as a deficiency. Checking this box is not a mandate for repair, only a note that there is an apparent deficiency. Every deficiency with a system or item may not be identified. If this box is checked then you are recommended to have this item checked out further by a qualified specialist. The responsibility about whether or not to have this item further researched, repaired and/or replaced is the buyer's responsibility.

If a system or item is present at the property but there is no mention of it on the report, then that system or item is beyond the scope of the inspection and it was not inspected.

### B. How The Text Is Formatted - Comments:

The top of each section may or may not have information about a particular system or item. This is important information about the house which should be read. If a system or item cannot be inspected or cannot be fully inspected then you will find that information here. Sometimes information about the general condition of a system or item is included here.

**Some issues observed and noted as deficient include, but are not limited to;**

- If the Deficiency box is checked then some of those deficiencies will be noted in this section.
- A faithful attempt is made to include as many deficiencies as possible in this area. However, some systems or items may have deficiencies too numerous to itemize.
- If more detailed information about a defective system or items desired, or any system or item, then a qualified specialist should be contacted to provide that type of information.

### C. There is More to your Inspection Than the Report

I want you to know that you are welcome to be present for as much or little of the inspection as it takes for you to reach your comfort level. Your questions are welcome and later, if you have more questions or concerns then you are welcome to contact me. Usually a phone call works best, especially if you are in an option period. But eMail may be preferable if you have images or documents to share.

**This is what you should expect in your eMail on the day after your inspection;**

- The TREC Inspection Report.
- Images and/or illustrations related to the inspection report(s). Each image and/or illustration will be numbered or titled so that it corresponds to the proper section in the inspection report(s).

**I have read, understand and agree to all the terms and conditions of this Agreement and to pay the fee shown above.**

**Signature of Client**\_\_\_\_\_ **Date**\_\_