



This INSPECTION AGREEMENT (hereinafter "Agreement") Report # _____
is entered into on this the _____ day of _____ August __, 2015 _____ between
Star Brite Home Inspector ___FRANK ADAME_____ (hereinafter "Inspector")
and _____ (hereinafter "Client").
The Property to be inspected is (hereinafter "Property"):
_____, Texas _____
Cellular: _____ Email: _____
Date of Inspection: _____ Time: _____:00 _____ PM
Square footage: _____ Fee: ___\$___.00 _____ FEE PAYABLE IN FULL AT TIME OF INSPECTION

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING

I. Scope of Inspection

- A. This is not a comprehensive safety inspection and all unsafe potentials are not inspected for: fire, electrocution, collapse, falls, personal injuries property damage risks. This is a limited report that does not represent all defects large or small and not all will be discovered or completely interpreted. You are advised to have all noted deficiencies investigated more fully by the properly trained repair specialist to determine the full extent of the conditions before acquiring the property. It is advisable that the Buyer be present during the final walk-thru to ask questions and view first hand any issues with the house.
- B. In exchange for the Inspection Fee paid by client, the Inspector agrees to provide the Client with an Inspection Report setting out the Inspector's professional opinions concerning the condition of the Property further described in the report. The Inspection will be performed in accordance with the Standards of Practice promulgated by the Texas Real Estate Commission www.trec.state.tx.us. Inspector will attempt to identify major defects and problems with the Property.
- C. The inspection is limited to those items which can be seen, easily accessed and/or operated by the Inspector at the time of the inspection as set in the Inspection Report. Report may not reflect defects that may be disclosed later by a full-time specialist. Inspector will not remove wall, floors, wall coverings, floor coverings and obstructions in order to inspect concealed items. Systems and conditions which are not specifically addressed in the Inspection Report or in the invoice are excluded.
- D. The activation of all utilities prior to the inspection date will be the responsibility of the Client. Inspection fees will not be held back on an incomplete inspection report because of lack of utilities at the time of the inspection.

I. STRUCTURAL SYSTEMS

A. Foundation Inspection: Identify type of foundation. The scope of this inspection is limited solely to observations made of conditions of the exterior and interior of the structure which are readily visible. I look for signs of excessive foundation movement such as wall cracks, out-of-square doors and windows, obvious sloping floors, ceiling/wall cracks and separations, soil separation and erosion, crawlspace floor and perimeter beam damages. Crawlspace will be viewed from within a 5 foot radius of the entrance and then only if the entrance is at least 18 inches by 24 inches dimensions and considered safe to enter. All information is gathered at the time of the inspection and the conclusions reached are based on the total conditions observed at the time of the investigation and no predictions or references to future movement is mentioned. You should understand that you are taking a chance, when purchasing an older home, that future issues may arise. If future issues do arise and you feel that I was incompetent at the time of the inspection, be ready to provide proof of this from the time of the inspection. Some interior cracks may appear on walls and ceilings in the future which are normal for a home in this area.

Periodic repair of this type of cracking should be considered a normal maintenance item and not a structural failure. You, may at your discretion, hire a structural engineer to verify my findings and opinions. Measuring devices are not required as part of our standard inspection. If you do request my optional slab elevation survey from me, that survey is still part of my preliminary inspection and not a final opinion. This survey is an additional charge to you.

Second opinions concerning possible problems with the foundations will come from licensed structural engineers only.

B. Grading and Drainage: Inspect for improper or inadequate grading around the foundation, signs of erosion and ponding. Deficiencies in gutters and downspouts. The inspector cannot determine the efficiency of underground drainage systems.

C. Roof Covering Materials: Type of roof covering, viewed from. Inspect for evidence of previous repairs and water penetration, fastening of the roofing materials, condition of all roof penetrations and general condition of the materials. The Inspector does not have to determine life expectancy or number of layers. The Inspector will decide which roof or at what locations it is safe to climb or walk. Most two-story roofs or roofs with slopes greater than 5 in 12 inches may not be climbed. Roofs that cannot be climbed will be viewed from the ground with binoculars. I am not liable for future leaks.

HAIL STORMS: It is the Clients responsibility to call an insurance adjuster to inspect the house if the Client knows that a hail storm had passed by this house. My opinions as to the condition of the roof after a hail storm may be different than another inspector's opinion. The adjuster will have the last word as to the possible repair or replacement of a roof.

D: Roof Structure and Attic: Viewed from: Inspect for the presence and depth of insulation and water penetration. Deficiencies in framing members, decking, deflections, roof decking, attic access ladders and access openings and ventilation. The Inspector does not have to enter attics or walk to certain areas if he feels it is unsafe or will cause damage to the property. Access has to be at least 22 inches by 30 inches and headroom at least 30 inches. The inspector does not have to provide an exhaustive list of deficiencies. Attic HVAC systems replacement accessibility will be determined by those technicians.

E: Walls (Interior and Exterior), F: Ceilings and Floors: Inspect for signs of structural deficiencies, water penetration and proper separations between an attached garage and the interior walls and attic. Exterior stucco walls should be inspected by a certified stucco inspector specialist. The Inspector does not inspect cosmetic issues, hidden defects, cabinets and countertops.

G: Doors (Interior and Exterior), H: Windows: Doors, Inspect for out-of-square, hardware, locks, lack of proper door material for house-garage separations. Window, fogging, cracked, out-of-square, missing/damaged screens, locking components, the absence of safety glass in hazardous locations. The Inspector does not have to operate security devices, locks without keys, make exhaustive observations for compromised window seals, open and close every window, regular ones or storm windows, especially if they are blocked by furnishings, storage items or outside shrubs.

I: Stairways (Interior and Exterior): Inspect for baluster and tread spacing, and guardrail stability. General condition.

J: Fireplace/Chimney: Inspect for visible built-up creosote, combustible materials, absence of fire blocking at the attic (if accessible), damper, lintel, hearth, firebox gas log lighter valve and locations, combustion air vents, chimney structure, termination. The Inspector does not have to test flue integrity, perform a chimney smoke test, draft adequacy, light fires or check for UL listing information. Always hire chimney sweep to clean an inspect further. He may find other defects.

K: Porches, Balconies, Decks, and Carports: Inspect for structural strength, baluster presence on decks higher than 30 inches, visible footing, piers, posts, pilings, beams, joists, flashing, attachment points. Detached buildings not inspected.

II. ELECTRICAL SYSTEMS, A: Service Entrance and Panels: Inspect for grounding system, service entrance conductor, mastheads and clearances, electrical cabinets, protected conductors, trip ties, wiring in cabinets, compatibility of over current device and conductors, inappropriate locations for panel, appropriate connections, anti-oxidants on aluminum conductors, main disconnection means, arc-fault circuit devices. The Inspector does not have to determine future capacity, accuracy of over current device labeling, remove covers when not safe, verify effectiveness or operate over current devices.

B: Branch Circuits, Connected Devices, and Fixtures: Inspect for type of wiring, GFCIs, receptacles and switches that are not working or wired properly, improper locations, equipment disconnects, appropriate connections, extension cord usage, proper presence of smoke alarms. Smoke alarm inspections are for condition and placement only. I cannot verify total connectivity of bonding and grounding on the house system. Sometimes deficiencies may not be found on switches or receptacles because a specific manner or angle of testing is required.

III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS:

A. Heating Equipment: Inspect for type of heating system and energy source, inoperative units, deficiencies in controls and components, lack of protection from physical damage, burners, heating elements inappropriate location, inadequate access and clearances, deficiencies in thermostats, condition of conductor, gas leaks, flame impingement, scale buildup, lack of gas shut-off valves, vent pipe vent termination and clearances. Inspector does not have to determine sizing, efficiency or adequacy of the system or area air uniformity. The Inspector does not have to use special measuring devices or light pilots.

B: Cooling Equipment: Inspect for type of system, inoperative units, inadequate access and clearances, vibration of the blower fan, primary condensate drains and auxiliary pan and drain system, pipe insulation, dirty coils where accessible, damaged casings, condition of units, levelness, thermostats. Adequate cooling as judged by Inspector: general coolness in each room as taken by infrared temperature device aimed at supply registers, temperature of refrigerant lines when tested by touch, temperature of air from the outdoor condenser fan and an overall visual assessment of the equipment. Specialty measuring tools are not required. I do not inspect humidifiers, refrigerant levels, or adjust programmable thermostats.

I do not have to operate cooling systems when outside temperatures have been less than 60 degrees or operate heat pumps if damage will occur. I do not have to determine sizing, efficiency or adequacy of the system or area air uniformity.

C. Duct System, Chases, and Vents: Inspect for damaged ducts or insulation, improper material or improper routing of ducts, absence of air flow at accessible supply registers, duct fans, filters, grills and registers, location of return air openings, inappropriate materials and devices in duct system. Inspector does not have to determine sizing, efficiency or adequacy of the system or area air uniformity or presence of mold. The Inspector does not have to use special measuring devices.

IV. PLUMBING SYSTEM:

A. Water Supply System and Fixtures, B. Drains, Wastes and Vents: Location of water meter and main water supply valve. Read static water pressure. Inspect for presence of active leaks, lack of fixture shut-off valves, dielectric unions, back-flow devices, lack of an expansion tank at the water heater when a pressure reducing valve is in place. Report deficiencies in visible water supply pipes and waste pipes, vent system, operation of fixtures, functional flow in two fixtures operated simultaneously, orientation of hot and cold faucets, mechanical drain stops, commodes. The Inspector is not required to operate main branch or shut-off valves, inspect sump pumps, winterized or shut down systems, water-conditioning equipment, water wells, sprinkler systems, pools, or fire sprinkler systems, inaccessible gas supply system for leaks, sewer clean-outs or for the presence of operation of private sewage disposal systems or determine the quality of water supply or verify the functionality of clothes washing drains or floor drains. Plumbing fixtures are operated in a limited period of time and actual usage is not simulated. I cannot determine toilet flush effectiveness or clog potential, the condition or type of sewer and water supply lines under grade, freeze or the possibility of freeze damaged pipes in inaccessible area. Older appliances pose a greater risk of flooding therefore water heaters might best be replaced as a preventative maintenance measure before they fail. Utilities and de-winterizing process is the responsibility of the Buyer.

C. Water Heating Equipment: Report the energy source, capacity and manufacture year. Report as deficient leaking, corroded, broken or missing parts or controls, such as cold water shut-off valve. The lack of a pan and drain system and the improper termination of the pan drain line, unsafe location. Condition of burners, ignition devices or heating elements, switches or thermostats that are not a minimum of 18 inches above the lowest garage floor elevation, inappropriate location inadequate access and clearance or lack of protection. Condition of temperature relief valves and discharge piping. In gas units report as deficient gas leaks, lack of burner shields, flame impingement, uplifting flame, flame color, excessive scale build-up. Efficiencies in combustion and dilution air location of gas shut-off valve gas connector materials and connections vent pipe proximity to combustible materials and vent termination point and clearances. The Inspector may not operate the TPR valve if the operation may cause damage to persons or property. The Inspector does not light pilots. On-demand water heaters are inspected on an exterior visual basis only. A qualified plumber can perform a more thorough inspection.

D. Hydro-Massage Therapy Equipment: Report as deficient inoperative units and controls, presence of active leaks, inaccessible pumps or motors, lack of or failure of required ground-fault circuit interrupter protection and ports, valves, grates and covers. Interior plumbing sanitation is not covered. The Inspector is not required to determine the circulation system features. I cannot definitely determine proper bonding and grounding on hidden electrical connections.

V. Appliances: Dishwasher, food waste disposer, range exhaust vent, ranges, cooktops ovens, built-in microwave oven, mechanical exhaust vents and bathroom heaters, garage door operators, doorbell and chimes and dryer vents. Report on their general condition, presence, inoperative units, safety issues, unusual sounds, proper terminations, leaks. Dishwashers are operated empty in one cycle only. Deficiencies may show up later when operating full.

VI. OPTIONAL SYSTEMS: Free optional inspections cannot be combined with inspection fee discounts. WDI, Pest, sprinkler systems, swimming pools, private sewage disposal systems. These systems are inspected in a limited fashion, purely as a favor to the Client and are done at no additional charge. The inspections are visual and may not include turning on electrical equipment that were off at the time of the inspection. The sprinkler system will not prove that all sprayer heads will be found, that they are fully operational or the quality of coverage. The pool and waste disposal system inspection will not prove how well the system equipment is functioning. Equipment may not be turned if I feel I am not fully trained on the equipment or if instructions are not present or if I feel damages to property will occur. A more complete inspection should be performed by qualified technicians. On-site waste water systems: Aerobic system tanks will be filled until the sprayer heads pop up. The underground systems will not be opened. No pressure test is conducted on sprinkler systems and hidden drip hoses cannot be inspected. There is no fee for this limited inspection.

WDI (termite) INSPECTIONS: No fee is charged for a termite inspection. Comments will be verbal only. A fee is charged if an additional and separate Official State WDI Inspection Report is required or requested by you, your lender or appraiser.

Not within our scope of Inspection (unless specifically requested and noted on the invoice)

A. Systems, items and conditions which are not within the scope of the building inspection include but are not limited to: radon, asbestos, toxic materials, pet urine stains other environmental hazards, security and interior sprinkler fire protection systems, portable household appliances, humidifiers, recreational equipment, detached buildings, water treatment equipment.

Underground storage tanks, water wells, solar heating, water softener, telephone, intercoms, cable tvs, antennae, structural capacities, flooding potential, (Chinese) drywall, future performance of systems, hazardous vegetation.

B. The potential of underlying soils to experience movements and/or water flow, the existence or quality of prior repairs, deck and balcony capacity, capacity of site to discharge rain waters acceptably, remaining life spans are only a guess. Comments are based on general building practices. I am not specifically or directly citing any building codes.

Inspection Report

A. This Inspection Report will contain the Inspector's professional, good faith opinion concerning the need for repair or replacement of certain observable items. These opinions should not be construed as statements of fact or factual representations concerning the Property. This report will not include compliance with city codes, insurability, efficiency or future performance of any item inspected.

B. Client is given opportunity to have this document reviewed by their counsel or to choose another Inspector.

C. Further evaluation of certain items maybe needed by licensed experts. By signing this agreement, the Client understands that the services provided by the Inspector fall within the Professional Services Exemption of the Texas Deceptive Trade Practices Act and agrees that no cause of action exists under this Act related to the services provided.

D. You may ask to be shown proof of noted deficiencies before closing. Showing proof at a later date may be impossible.

E. I am not responsible for any damages caused by de-winterizing a property.

F. Photos are only a short and random sampling of deficiencies found. Photos are not required in a report by TREC. Other conditions may exist in other areas with no sample photo placed here. Not all deficiencies noted will have photos.

G. Star Brite Home Inspections will not be liable for damages caused by or for the safety of client guests.

H. It is not my responsibility to verify that all existing utilities and appliances will be on. If Buyer requests a return inspection, the Buyer will pay an additional fee. This fee will be collected from the Client at the time of the initial inspection.

I. After assuring my safety and no mechanical or property damage, I may turn on the gas or light any gas fired appliances.

J. It is recommended that the Buyers attend the Inspection alone. Bringing children, relatives or friends is not recommended. I cannot be held liable if the guests do not allow the Buyer to fully concentrate on the Inspectors comments during the walk-thru. Any misunderstandings or misinterpretations of the Inspectors comments will be the responsibility of the Buyer.

Disclaimer of Warranties

The Inspector makes no guarantee or warranty, expressed or implied that items inspected will continue to perform in the future as they are performing at the time of the inspection. The Inspector does not guarantee that equipment inspected will continue to function safely in the future as they are performing at the time of the inspection.

Limitation on Liability

A. You agree not to allow any third party, not associated with this inspection, to have access to information contained in your Inspection Report. You agree to limit any liabilities incurred by this Inspector to the amount of the Inspection fee paid and to release Inspector from any further liability.

B. You agree to have any dispute matters heard or resolved in a formal mediation before any further legal action, money collections of any kind or law suit is filed against this Inspector.

C. You must contact this Inspector by email or certified letters with any complaints or concerns. Complaints through cell phones or texts will not be accepted.

D. Client must show proof of any claims brought against this Inspector. The Client must prove that a deficiency was present at the time of the inspection. Just saying "the Inspector should have seen that" will not suffice.

Dispute Resolution

A. In the event that a dispute arises regarding an inspection, the Client agrees to notify the Inspector by email or certified letter (a phone call will not be accepted) within 10 days of the date the Client discovers the basis for the dispute as to give the Inspector a reasonable opportunity to re-inspect the Property. Client agrees to allow re-inspection before any corrective action is taken by the Client. Notice to consumers and service recipients: A Real Estate Inspection Recovery Fund is available for aggrieved persons through the Texas Real Estate Commission. P.O. Box 12188, Austin, TX 78711-2188. Call 800-250-8732. Or visit them at www.trec.state.tx.us.

B. Client agrees not to disturb or repair any evidence relating to the complaint before the Inspector has a chance to view the issues first. Notification of problems must be made to the Inspector within 7 days of discovery. Client further agrees that the Inspector can conduct the re-inspection himself or employ others (at Inspector's expense) to re-inspect the Property.

C. In the event that a dispute cannot be resolved by the Client and the Inspector, the parties agree that any dispute shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association (AAA) pursuant to Chapter 171 of the Texas Civil Practice and Remedies Code and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA.

Attorney's Fees

The Inspector and the Client agree that in the event that any dispute or controversy arises as a result of this Agreement, and the services provided hereunder, the prevailing party in the dispute shall be entitled to recover all of the prevailing party's reasonable and necessary attorney's fees and costs incurred by that party from the Plaintiff.

Exclusivity

- A. The inspection and 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 without the Client written consent.
- B. In the event that any person, not a party to this Agreement, makes any claim against Inspector, it's employees or agents, arising from services performed by this Inspector under this Agreement, the Client agrees to indemnify, defend and hold harmless Inspector from any and all damages, expenses, costs and attorney's fees arising from such claim.

Discuss and/or Send Report Findings To Another Party yes (Signed Below)

Client gives permission for the Inspector to discuss and/or email Report findings with the following Parties:

1. _____
2. _____

You have conferred with the other Parties and both have agreed to the sending and accepting of these documents. If you the Client do not have an email address, your Realtor has agreed to print out a copy of this Report for you. Not calling me to ask questions about this Agreement before the Inspection, constitutes acceptance of it. I will not be held liable for any misunderstandings if this Agreement cannot reach you in time before the inspection because you scheduled the inspection with no time to prepare it (24 hours) or send it to you or you had no email address. If I have to send the Agreement to your Realtor then it is up to you to discuss the Agreement with them before you show up for the Inspection. You will have a chance to read a paper copy of the Agreement at the time of the Inspection. You will also have an additional 48 hours after the Inspection to ask questions before we deposit your personal check Inspection fee. We reserve the right to deposit fees before the 48 hours under certain circumstances.

By my signature below, I acknowledge that I have read this Contract and the attached documents, if any; that I understand the terms and conditions, that I agree to be bound by these terms and conditions. I am the client signing here or I am a representative for the Client. If I was not present during the inspection to sign this document, then my payment to you acknowledges my acceptance of the terms of this contract. Acceptance of and/or relying on information contained within the report constitutes acceptance of contract agreement. Please re-read this document. Ask me questions before closing.

CLIENT SIGNATURE _____ **DATE** _____

*(My Realtor has agreed to give me a hard copy of my Inspection Report since I do not have an email address.)
(Mi Realtor acepto la responsabilidad de entregarme una copia de mi Reporte porque no tengo correo electronico.)*

PRINT NAME _____

AUTHORIZED REPRESENTATIVE _____

(By signing here you are only accepting that you have received a paper copy of this Agreement on behalf of the Buyer.)

- Before completion of any contractual agreement on the property inspected, Client agrees to obtain a second opinion on items marked (D) Deficient which means performance is questionable. Client agrees to not hold Star Brite Home Inspections and Inspector liable for those items.
- Por favor, traducir todos nuestros documentos en su idioma y hacer preguntas antes del cierre. Le mandaremos una copia por correo despues si usted preguntun por uno.
- Upon request we will mail a hard copy to you if you do not have an email address.
- All information and opinions expressed here (negative or positive) are meant to inform you on the present condition of the house. my statements here, written or verbal, are not meant to sway you into buying or not buying this property.
- Requested repair costs are an estimate only. You must ask the proper contractor for definite repair costs before closing. Estimated repair costs, verbal or written, are not an attempt to persuade you to either buy or not to buy the property. If you or your Realtor ask me to assist you in putting together a repairs list, it is understood that you as my Client have the final choice on all repair items listed.
- I will never offer advice whether to buy or not to buy a property or to give a sale value to the same property.

TEXAS REAL ESTATE CONSUMER NOTICE CONCERNING HAZARDS OR DEFICIENCIES

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

- improperly installed or missing ground fault circuit protection (GFCI) devices for electrical receptacles in garages, bathrooms, kitchens and exterior areas;
- improperly installed or missing arc fault protection (AFCI) devices for electrical receptacles in family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sunrooms, recreations rooms, closets, hallway or similar rooms or areas;
- ordinary glass in locations where modern construction techniques call for safety glass;
- the lack of fire safety features such as smoke alarms, fire-rated doors in certain locations and functional emergency escape and rescue openings in bedrooms;
- excessive spacing between balusters on stairways and porches;
- improperly installed appliances;
- improperly installed or defective safety devices; and
- lack of electrical bonding and grounding.

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

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

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

This form has been approved by the Texas Real Estate Commission for voluntary use by its licensees. Copies of TREC rules governing real estate brokers, salesperson and real estate inspectors are available at nominal cost from TREC. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 1-800-250-8732 or (512) 459-6544 (<http://www.trec.state.tx.us>)

TREC Form No. OP-I

This form is available on the TREC website at www.trec.state.tx.us