

# *Nunnallee Inspections*



Nunnallee Inspections, LLC  
17050 Trail of the Woods  
Austin, TX. 78734  
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# Invoice

INSPECTION DATE:

SOLD TO:

PROPERTY INSPECTED:

Description	
Standard Inspection	
Termite	
	\$469.00

**Thank you for your business**

Payment of this invoice is due upon receipt. The late payment charge rate of interest is 1.5% monthly  
(18.0% per annum), after 30 days

# PROPERTY INSPECTION REPORT

*Nunnallee Inspections*

17050 Trail of the Woods, Austin TX 78734

(512) 415-5474

[www.NunnalleeInspections.com](http://www.NunnalleeInspections.com) [Kyle@NunnalleeInspections.net](mailto:Kyle@NunnalleeInspections.net)

**Prepared For:** Client First Name  
(Name of Client)

**Concerning:** Austin, TX 78757  
(Address or Other Identification of Inspected Property)

**By:** Kyle Nunnallee TREC #6371 Feb 01, 2010  
(Name and License Number of Inspector) (Date)

\_\_\_\_\_  
(Name, License Number and Signature of Sponsoring Inspector, if required)

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-1.

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 to reduce some of the risk involved in purchasing a home, but it cannot eliminate these risks, 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 seller's 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 request 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 the discovery of additional deficiencies which may involve additional repair costs. Failure to address deficiencies or comments noted in this report may lead to further damage of 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 performance of the structure 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 at the time of the 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.

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#### **ADDITIONAL INFORMATION PROVIDED BY INSPECTOR**

Cost of inspection services: \$469.00 paid at: the time of inspection

(Continues at the end of this inspection report)

Additional attachments provided by Nunnallee Inspections that make this inspection report complete are listed but not limited to the following: [Service Contract](#), [Outside the Scope of inspection and Home Maintenance & Care Guide](#).

The Client, by accepting the Property Inspection Report, or relying upon it in any way, expressly agrees to the Limitations, Departures and Disclaimers attached at the end of this inspection report.

Please read the report in its entirety. Remember this is a cursory limited visual inspection and does not warrant or guarantee all defects to be found. If you have questions or are unclear regarding our findings, please feel free to call before you buy the property.

This report contains technical information. If you were not present during this inspection, please call the office to arrange for a verbal consultation with your Inspector. So you choose not to consult with the inspector, this inspection company cannot be held liable for our understanding or misunderstanding of the reports content.

This inspection report is made for the sole purpose of assisting the purchaser to determine his and/or her own opinion of feasibility of purchasing the inspected property. This report is not intended to be used for determining insurability of the structure and may not conform to the Texas Department of Insurance guidelines for property insurability. *This report is not to be used by or for any property and/or home warranty company.*

I=Inspected      NI=Not Inspected      NP=Not Present      D=Deficiency

I   NI   NP   D

### I. STRUCTURAL SYSTEMS

#### A. Foundations

Type of Foundation(s): Pier & Beam

Comments: crawl space viewed from access on the east and west

#### Foundation Performance Opinion:

In my opinion, the foundation appears to be providing adequate support for the structure at the time of this inspection.

Given the age of the home, termite activity and leaking pipes some damage to the structural members is present in various locations. This is a common observation and should be repaired as necessary.

#### B. Grading & Drainage - Comments:

The soil line is too high on the north and south sides of the house. Under current building standards there should be at least 4-inches of foundation visible below masonry veneer and 6-inches of foundation visible below wood type veneer.



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Poor to negative site drainage was observed on the east side of the house. Proper drainage is needed to help prevent water from entering the crawl space.



**C. Roof Covering Materials**

Type(s) of Roof Covering: Composition Roofing Material

Viewed From: Walked on roof /

Comments:

**Note:** Roof fasteners (nails and/or staples) were observed to be exposed and should be properly sealed at the ridge caps and flashing areas.

**D. Roof Structure & Attic**

Viewed From: Attic ladder, attic was not entered due to low clearances.

Approximate Average Depth of Insulation: 0"

Approximate Average Thickness of Vertical Insulation: N/A

Comments:

The attic ladder is too long and should be adjusted (cut) to the appropriate length.

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I NI NP D

    **E. Walls (Interior & Exterior) - Comments:****Wood Destroying Insect Information**

Evidence of active activity of a wood-destroying insect was detected at the time of this inspection. Full evaluation of the amount of damage caused by the insects cannot be detected without defacing the property and cannot be addressed in this inspection report. With the detection of active and/or previous activity of a wood destroying insect, it should be assumed that some degree of damage is present.

The author of this inspection report is also licensed by the TDA, CA #46119

    **F. Ceilings & Floors - Comments:**

All components were found to be in satisfactory condition on the day of the inspection.

**FLOORS:**

The floors were observed to be out-of-level in some areas of the house.

    **G. Doors (Interior & Exterior) - Comments:**

Weather-stripping improvements are recommended for the rear exterior door. The hinges for the east bedroom closet door are striped and will need repair.

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   **H. Windows - Comments:**

Cracked and/or broken window glass was observed in the front entrance area.  
Window lock(s) were observed to be damaged and/or missing in the laundry room.



   **I. Stairways (Interior & Exterior) - Comments:**

All components were found to be in satisfactory condition on the day of the inspection.

   **J. Fireplace / Chimney - Comments:**

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**K. Porches, Decks, and Carports - Comments:**

Under current building standards, a landing should be present for the stairs at the front entry door.



**R311  
MEANS OF EGRESS**

**311.4.3 Landings at doors.**

There shall be a floor or landing on each side of each exterior door.

**Exception:** Where a stairway of two or fewer risers is located on the exterior side of a door, other than the required exit door, a landing is not required for the exterior side of the door. The floor or landing at the exit door required by Section R311.4.1 shall not be more than 1.5 inches (38 mm) lower than the top of the threshold. The floor or landing at exterior doors other than the exit door required by Section R311.4.1 shall not be required to comply with this requirement but shall have a rise no greater than that permitted in Section R311.5.3.

**L. Other - Comments:**

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I NI NP D

## II. ELECTRICAL SYSTEMS

### A. Service Entrance & Panels - *Comments:*

#### Panel Box

*Box Rating and/or Main Disconnect Rating: 200 amps*

*Box Location: East Exterior Wall*

#### Arc-Fault Protection (AFCI)

This home does not meet current arc-fault circuit-interrupter (AFCI) requirements.

***This is an "as-built" condition, but Per TREC standards of practice we are required to report this condition as a deficiency.*** Some items reported as Deficient may be considered upgrades to the property.

Under current building standards, the gas piping shall be bonded to the grounding electrode system. *The bonding jumper has been removed.*



### B. Branch Circuits - Connected Devices and Fixtures

*Type of Wiring: Copper*

#### *Comments:*

The dimmer switch on the rear wall of the breakfast area is not working properly.

One or more of the receptacles were observed to have an open ground connection in various locations.

The ceiling fan is not balanced properly and wobbles when operated in the rear bedroom.

Not all of the kitchen counter top receptacles appear to be connected to a ground fault circuit interrupter (GFCI) device. Under current electrical standards, all of the kitchen counter top receptacles should have GFCI protection.

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I NI NP D

### III. HEATING, VENTING, AND AIR-CONDITIONING SYSTEMS

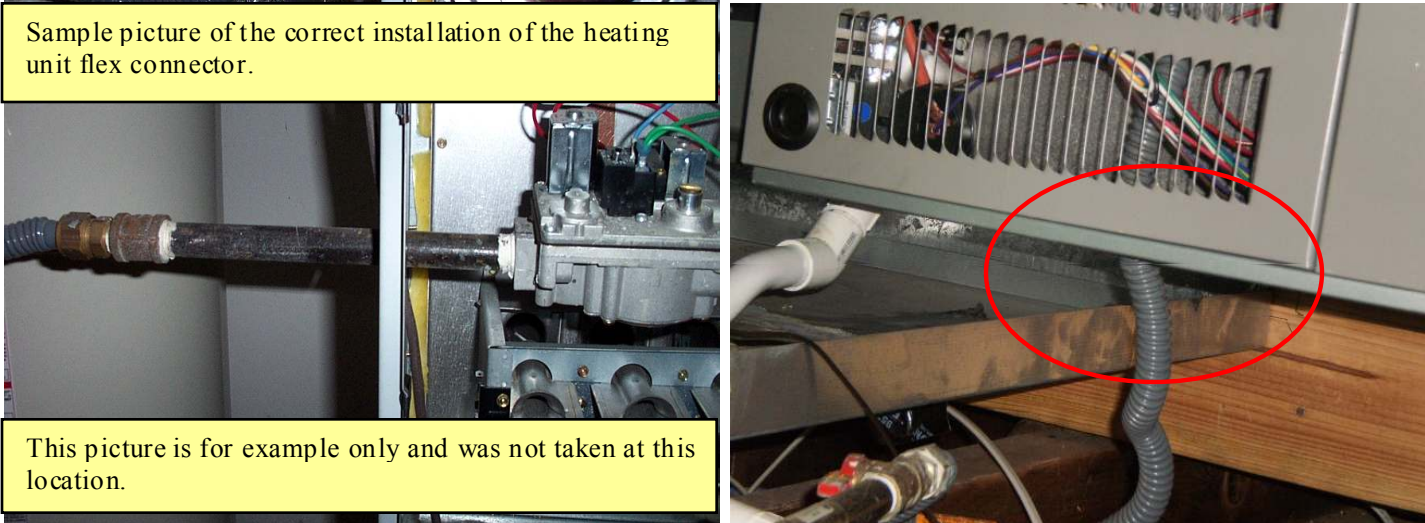
#### A. Heating Equipment

Type of System:

Comments:

Normal  $\Delta$  range 30° - 50°

The gas supply flex connector was observed to be passing through the heating unit cabinets. Under current mechanical installation standards, this is no longer an accepted practice. Only rigid black gas pipe is allowed to pass through the heating unit cabinet.



The heating unit flue (vent pipe) has inadequate clearance from combustible materials. Double walled vent pipes should have at least 1-inch of clearance and single walled vent pipes should have at least 6-inches of clearance from combustible material.



There is no decked service passage to the attic mounted equipment. Under current mechanical installation standards, all appliances (i.e. HVAC Equipment and/or Water Heaters) mounted in an attic space should be accessible with a passageway of continuous solid flooring not less than 24-inches

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wide. A level service space at least 30-inches deep and 30-inches wide should be present along the side of the appliance where access is required.

The roof level flue storm collar needs to be properly sealed to help prevent water intrusion into the structure.

**B. Cooling Equipment**

*Type of System:* Central Forced Air System

*Comments:*

**Normal  $\Delta$  range 15° - 21°**

**Main Central Cooling System – Energy Source: Electric**

*Today's Temperature Differential (Delta-T):* **15 Degrees**

*Approximate System Size:* 3 ton

*Location:* At Attic Unit

Manufacturing Date: 2004

The drain pan under the evaporator coil appears to be out of level and may need to be adjusted.

Damaged, deteriorated and/or missing insulation on the refrigerant lines should be repaired or replaced at the outside condenser.



**C. Duct Systems, Chases and Vents - Comments:**

All components were found to be in satisfactory condition on the day of the inspection.

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### IV. PLUMBING

#### A. Water Supply System and Fixtures

*Location of water meter: Side yard*

*Location of main water supply valve: Side yard*

*Static water pressure reading: 60 - 70 psi*

*Comments:*



#### Hall Bathroom

Seal fixtures to the tub enclosure.



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**B. Drain, Wastes and Vents - Comments:**

The drain for the bathtub is detached and draining into the crawl space. This is in need of repair immediately.



This section of piping has fallen from the support straps; which has pulled loose the drain.

Original cast iron piping is in place which is common for older homes. This material is prone to unexpected leaks due rusting/deterioration and is typically replaced in sections as needed. I did observe one area (observed from the east side) which appears to be leaking. Repair as necessary.



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I NI NP D

**C. Water Heating Equipment**

**Water Heater – Energy Source: Gas**

**Location:** Interior Closet  
**Approximate Capacity:** 50 Gallons

**Approximate Age:** 2007

There is no drain line installed for the water heater pan. The pan should have a drain line installed that should terminate over a suitably located indirect waste receptor or shall extend to the exterior of the building and terminate not less six-inches (6”) and not more than twenty-four inches (24”) above of the ground.



The temperature and pressure relief (TPR) valve discharge pipe was not re-connected to the pressure relief valve at the time the current water heater was installed or repaired. For safety reasons, it is recommended that the discharge pipe be reconnected to the relief valve.



I=Inspected

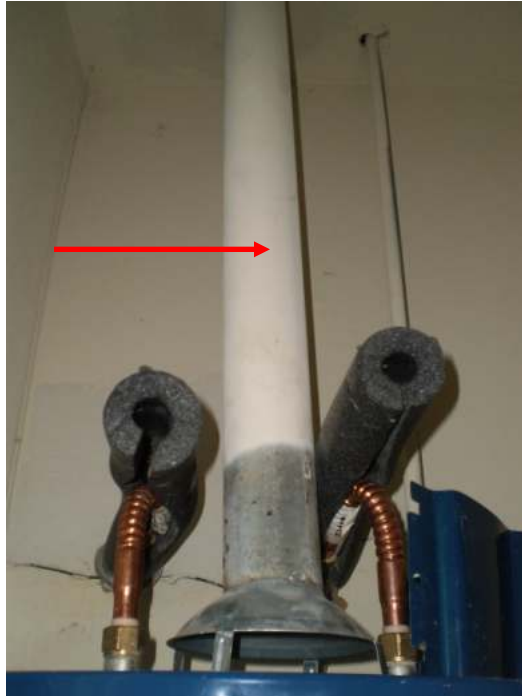
NI=Not Inspected

NP=Not Present

D=Deficiency

I NI NP D

The water heater flue was observed to be an older single wall type. Under current mechanical standards, the exhaust flue should be a Type-B double wall flue.



The water heater vent pipe is terminating into the attic. This configuration will emit Carbon Monoxide into the attic area, which is a known safety hazard.



The temperature and pressure relief (TPR) valve discharge pipe is undersized. The TPR discharge pipe should be no smaller than  $\frac{3}{4}$ -inch at any point.

The temperature and pressure relief discharge pipe is terminating into the crawl space area. Under current building standards, this discharge pipe should run downward to the exterior of the structure, turn downward, and terminate within 6-inches of the ground.

The water heater compartment has inadequate combustion air ventilation. There should be a minimum of 100 square inches of combustion air ventilation provided within 12-inches of the top and bottom of the closet.

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I NI NP D

**D. Hydro-Massage Therapy Equipment - Comments:**

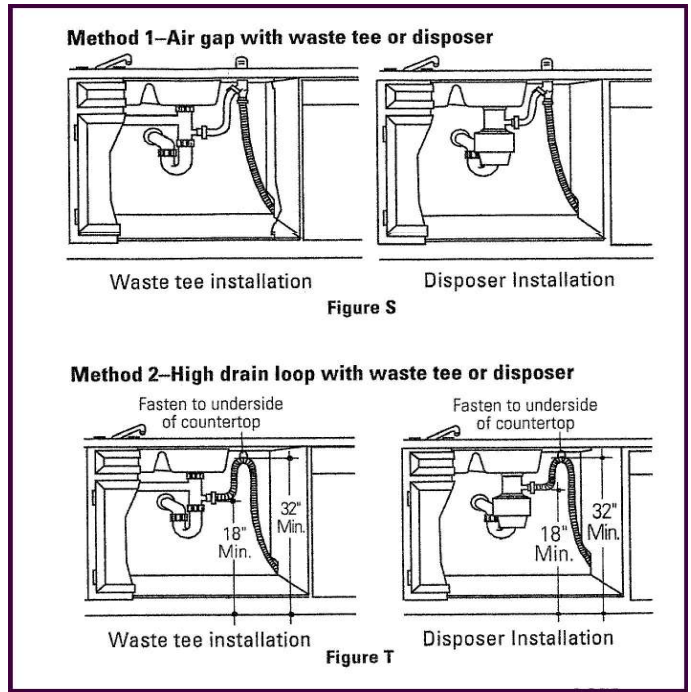
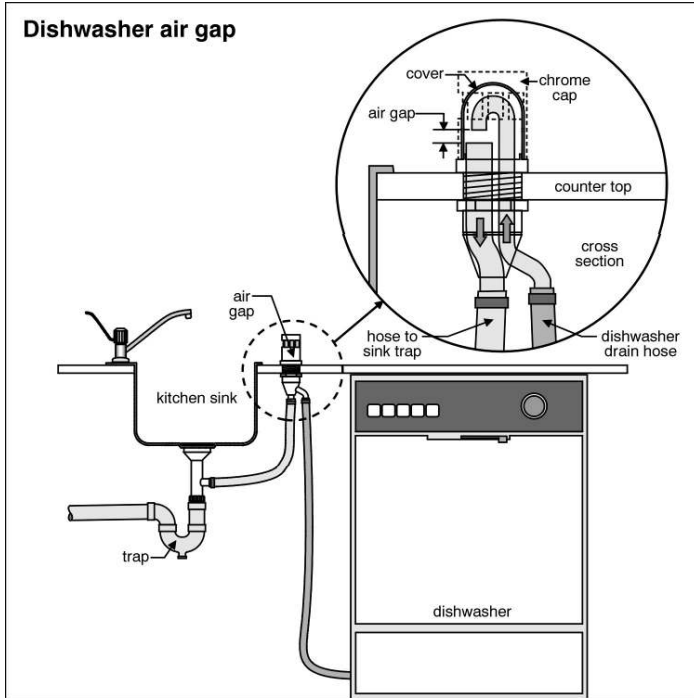
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I NI NP D

**V. APPLIANCES**

**A. Dishwasher - Comments:**

The dishwasher drain hose is not properly installed to prevent back flow or anti-siphoning. It is recommended that an air gap device or high drain loop be installed in the drain line.



**B. Food Waste Disposer - Comments:**

The romex type branch circuit wiring to the disposal is exposed and should be enclosed in conduit.

**C. Range Exhaust Vent - Comments:**

This component appears to be performing adequately at the time of this inspection. It is achieving an operation, function, or configuration consistent with accepted industry practices for its age.

I=Inspected NI=Not Inspected NP=Not Present D=Deficiency

I NI NP D

**D. Ranges, Cooktops, and Ovens - Comments:**

Range

The range can be easily tipped over and should be equipped with an anti-tip device, for safety.

**ANTI-TIP DEVICE**

**▲ WARNING** — To reduce the risk of tipping, the appliance must be secured by properly installed Anti-Tip bracket packed with this appliance.

If the Anti-Tip device supplied with the range does not fit this application, use the universal Anti-Tip device WB2X7909.



**▲ WARNING** —

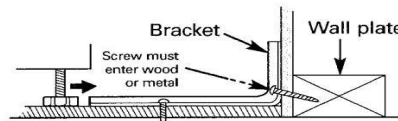
- All ranges can tip
- Injury to persons could result
- Install Anti-Tip bracket packed with range
- See Installation Instructions



If you pull the range out and away from the wall for any reason, make sure the Anti-Tip bracket is engaged when the range is pushed back against the wall.

**9 ANTI-TIP DEVICE INSTALLATION**

An **Anti-Tip bracket** is supplied with instructions for installation in a variety of locations. The instructions include all necessary information to complete the installation. Read the **Safety Instructions** and the instructions that fit your situation before beginning installation.



Typical installation of anti-tip bracket attachment to wall

**▲ WARNING:**

- Range must be secured by **Anti-Tip bracket** supplied.
- If the Anti-Tip device supplied with the range does not fit this application, use the universal Anti-Tip device WB2X7909.
- See instructions to install (supplied with bracket).
- Unless properly installed, the range could be tipped by stepping or sitting on the door. Injury may result from spilled hot liquids or from the range itself.

**E. Microwave Oven - Comments:**

This component appears to be performing adequately at the time of this inspection. It is achieving an operation, function, or configuration consistent with accepted industry practices for its age.

**F. Trash Compactor- Comments:**

**G. Mechanical Exhaust Vents and Bathroom Heaters - Comments:**

This component appears to be performing adequately at the time of this inspection. It is achieving an operation, function, or configuration consistent with accepted industry practices for its age.

**H. Garage Door Operators - Comments:**

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   **I. Doorbell and Chimes - Comments:**

All components were found to be in satisfactory condition on the day of the inspection.

   **J. Dryer Vents - Comments:**

All components were found to be in satisfactory condition on the day of the inspection.

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**VI. OPTIONAL SYSTEMS**

     **A. Lawn and Garden Sprinkler Systems - Comments:**

     **B. Gas Supply Systems - Comments:**

     **C. Other Built-in Appliances - Comments:**

## ADDENDUM: REPORT SUMMARY

The following is a synopsis of the potentially significant improvements that should be budgeted for over the short term. Other significant improvements, outside the scope of this inspection, may also be necessary. Please refer to the body of this report for further details on these and other recommendations.

### STRUCTURAL SYSTEMS

#### 1. Foundation Performance Opinion:

2. In my opinion, the foundation appears to be providing adequate support for the structure at the time of this inspection.
3. Given the age of the home, termite activity and leaking pipes some damage to the structural members is present in various locations. This is a common observation and should be repaired as necessary.
4. The soil line is too high on the north and south sides of the house. Under current building standards there should be at least 4-inches of foundation visible below masonry veneer and 6-inches of foundation visible below wood type veneer.
5. Poor to negative site drainage was observed on the east side of the house. Proper drainage is needed to help prevent water from entering the crawl space.
6. **Note:** Roof fasteners (nails and/or staples) were observed to be exposed and should be properly sealed at the ridge caps and flashing areas.
7. The attic ladder is too long and should be adjusted (cut) to the appropriate length.
8. Wood Destroying Insect Information
9. Evidence of active activity of a wood-destroying insect was detected at the time of this inspection. Full evaluation of the amount of damage caused by the insects cannot be detected without defacing the property and cannot be addressed in this inspection report. With the detection of active and/or previous activity of a wood destroying insect, it should be assumed that some degree of damage is present.
10. The author of this inspection report is also licensed by the TDA, CA #46119
11. The floors were observed to be out-of-level in some areas of the house.
12. Weather-stripping improvements are recommended for the rear exterior door.
13. The hinges for the east bedroom closet door are striped and will need repair.
14. Cracked and/or broken window glass was observed in the front entrance area.
15. Window lock(s) were observed to be damaged and/or missing in the laundry room.
16. Under current building standards, a landing should be present for the stairs at the front entry door.

### ELECTRICAL SYSTEMS

17. This home does not meet current arc-fault circuit-interrupter (AFCI) requirements.
18. **This is an "as-built" condition**, but Per TREC standards of practice we are required to report this condition as a deficiency. Some items reported as Deficient may be considered upgrades to the property.
19. Under current building standards, the gas piping shall be bonded to the grounding electrode system. *The bonding jumper has been removed.*
20. The dimmer switch on the rear wall of the breakfast area is not working properly.
21. One or more of the receptacles were observed to have an open ground connection in various locations.
22. The ceiling fan is not balanced properly and wobbles when operated in the rear bedroom.
23. Not all of the kitchen counter top receptacles appear to be connected to a ground fault circuit interrupter (GFCI) device. Under current electrical standards, all of the kitchen counter top receptacles should have GFCI protection.

### HEATING, VENTING, AND AIR-CONDITIONING SYSTEMS

24. The gas supply flex connector was observed to be passing through the heating unit cabinets. Under current mechanical installation standards, this is no longer an accepted practice. Only rigid black gas pipe is allowed to pass through the heating unit cabinet.

25. The heating unit flue (vent pipe) has inadequate clearance from combustible materials. Double walled vent pipes should have at least 1-inch of clearance and single walled vent pipes should have at least 6-inches of clearance from combustible material.
26. There is no decked service passage to the attic mounted equipment. Under current mechanical installation standards, all appliances (i.e. HVAC Equipment and/or Water Heaters) mounted in an attic space should be accessible with a passageway of continuous solid flooring not less than 24-inches wide. A level service space at least 30-inches deep and 30-inches wide should be present along the side of the appliance where access is required.
27. The roof level flue storm collar needs to be properly sealed to help prevent water intrusion into the structure.
28. The drain pan under the evaporator coil appears to be out of level and may need to be adjusted.
29. Damaged, deteriorated and/or missing insulation on the refrigerant lines should be repaired or replaced at the outside condenser.

## **PLUMBING**

### **30. Hall Bathroom**

31. Seal fixtures to the tub enclosure.
32. The drain for the bathtub is detached and draining into the crawl space. This is in need of repair immediately.
33. Original cast iron piping is in place which is common for older homes. This material is prone to unexpected leaks due rusting/deterioration and is typically replaced in sections as needed. I did observe one area (observed from the east side) which appears to be leaking. Repair as necessary.
34. There is no drain line installed for the water heater pan. The pan should have a drain line installed that should terminate over a suitably located indirect waste receptor or shall extend to the exterior of the building and terminate not less six-inches (6") and not more than twenty-four inches (24") above of the ground.
35. The temperature and pressure relief (TPR) valve discharge pipe was not re-connected to the pressure relief valve at the time the current water heater was installed or repaired. For safety reasons, it is recommended that the discharge pipe be reconnected to the relief valve.
36. The water heater flue was observed to be an older single wall type. Under current mechanical standards, the exhaust flue should be a Type-B double wall flue.
37. The water heater vent pipe is terminating into the attic. This configuration will emit Carbon Monoxide into the attic area, which is a known safety hazard.
38. The temperature and pressure relief (TPR) valve discharge pipe is undersized. The TPR discharge pipe should be no smaller than 3/4-inch at any point.
39. The temperature and pressure relief discharge pipe is terminating into the crawl space area. Under current building standards, this discharge pipe should run downward to the exterior of the structure, turn downward, and terminate within 6-inches of the ground.
40. The water heater compartment has inadequate combustion air ventilation. There should be a minimum of 100 square inches of combustion air ventilation provided within 12-inches of the top and bottom of the closet.

## **APPLIANCES**

41. The dishwasher drain hose is not properly installed to prevent back flow or anti-siphoning. It is recommended that an air gap device or high drain loop be installed in the drain line.
42. The romex type branch circuit wiring to the disposal is exposed and should be enclosed in conduit.
43. The range can be easily tipped over and should be equipped with an anti-tip device, for safety.

## INSPECTION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING

### I. Scope of Services

A. 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. Inspector will attempt to identify major defects and problems with the Property. However, Client acknowledges that the Inspection Report may not identify all defects or problems.

B. 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 out in the Inspection Report. Inspector will not remove walls, floors, wall coverings, floor coverings and other obstructions in order to inspect concealed items. Systems and conditions which are not specifically addressed in the Inspection Report are excluded.

C. The Inspector may indicate one of the following opinions of the Inspector regarding a particular item:

1. The item is performing its intended function at the time of the inspection;
2. The item is in need of replacement or repair; or
3. Further evaluation by an expert is recommended.

### II. Inspection Report

A. The Inspection Report provided by the Inspector will contain the Inspector's professional, good-faith opinions concerning the need for repair or replacement of certain observable items. All statements in the report are the Inspector's opinions and should not be construed as statements of fact or factual representations concerning the Property. 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 ("DTPA") and agrees that no cause of action exists under the DTPA related to the services provided. Unless specifically stated, the report will not include and should not be read to indicate opinions as to the environmental conditions, presence of toxic or hazardous waste or substances, presence of termites or other wood-destroying organisms, or compliance with codes, ordinances, statutes or restrictions or the insurability, efficiency, quality, durability, future life or future performance of any item inspected.

B. The Inspection Report is not a substitute for disclosures by sellers and real estate agents. Said disclosure statements should be carefully read for any material facts that may influence or effect the desirability and/or market value of the Property.

C. As noted above, the Inspection Report may state that further evaluation of certain items is needed by an expert in the field of the item inspected. By signing this Agreement, Client acknowledges that qualified experts may be needed to further evaluate such items as structural systems, foundations, grading, drainage, roofing, plumbing, electrical systems, HVAC, appliances, sprinkler systems pool system and components, fire/smoke detection systems, septic systems and other observable items as noted in the report.

### III. Disclaimer of Warranties

The inspector makes no guarantee or warranty, express or implied, as to any of the following:

1. That all defects have been found or that the Inspector will pay for repair of undisclosed defects;
  2. That any of the items inspected are designed or constructed in a good and workmanlike manner;
  3. That any of the items inspected will continue to perform in the future as they are performing at time of the inspection;
- and

4. That any of the items inspected are merchantable or fit for any particular purpose.

#### IV. LIMITATION OF LIABILITY

By signing this Agreement, Client acknowledges that the Inspection Fee paid to the Inspector is nominal given the risk of liability associated with performing home inspections if liability could not be limited. Client acknowledges that without the ability to limit liability, the Inspector would be forced to charge Client much more than the Inspection Fee for the Inspector's services. Client acknowledges being given the opportunity to have this Agreement reviewed by counsel of his or her own choosing and further acknowledges the opportunity of hiring a different Inspector to perform the Inspection. By signing this Agreement, Client agrees to liability being limited to the amount of the Inspection Fee paid by the Client.

#### V. Dispute Resolution

In the event a dispute arises regarding an inspection that has been performed under this agreement, the Client agrees to notify the Inspector within ten (10) days of the date the Client discovers the basis for the dispute so as to give the Inspector a reasonable opportunity to reinspect the property. Client agrees to allow re-inspection before any corrective action is taken. Client agrees not to disturb or repair or have repaired anything which might constitute evidence relating to a complaint against the Inspector. Client further agrees that the Inspector can either conduct the reinspection himself or can employ others (at Inspector's expense) to reinspect the property, or both. In the event a dispute cannot be resolved by the Client and the Inspector, the parties agree that any dispute or controversy shall be resolved by mandatory and binding arbitration administered by the American Arbitration Association ("AAA") pursuant to Chapter 171 of the Texas Civil Practice & Remedies Code and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA.

#### VI. Attorney's Fees

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

#### VII. Exclusivity

The Inspection Report is to be prepared exclusively for the Client named and is not transferable to anyone in any form. Client gives permission for the Inspector to discuss report findings with real estate agents, specialists, or repair persons for the sake of clarification. A copy of the Inspection Report may be released to the selling Real Estate Agent.

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 AND THAT I AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF CLIENT IS MARRIED, CLIENT REPRESENTS THAT THIS OBLIGATION IS A FAMILY OBLIGATION INCURRED IN THE INTEREST OF THE FAMILY.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Day: \_\_\_\_\_

Inspector: William Kyle Nunnallee Date: \_\_\_\_\_