

Nunnallee Inspections



Inspector: Kyle Nunnallee TREC #6371

Nunnallee Inspections, LLC
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Invoice

INSPECTION DATE:

SOLD TO:

PROPERTY INSPECTED:

Description	
Standard Inspection	
Termite	
	\$346.00

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(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 Kyle@NunnalleeInspections.net

Prepared For:

Client First Name
(Name of Client)

Concerning:

Round Rock, TX 78664
(Address or Other Identification of Inspected Property)

By:

Kyle Nunnallee TREC #6371
(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.

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.

ADDITIONAL INFORMATION PROVIDED BY INSPECTOR

Cost of inspection services: \$346.00 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): Slab on Ground
 Comments:

Foundation Performance Opinion:

In my opinion, the foundation appears to be providing adequate support for the structure at the time of this inspection. I did not observe any apparent evidence that would indicate the presence of adverse performance or significant deficiencies in the foundation. The interior and exterior stress indicators showed little affects of adverse performance and I perceived the foundation to contain no significant unlevelness after walking the 1st level floors.

B. Grading & Drainage - Comments:

The guttering system downspout is loose on the east side of the house.



Note: The gutters require cleaning.

C. Roof Covering Materials

Type(s) of Roof Covering: Composition Roofing Material
 Viewed From: Walked on roof /
 Comments:

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

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I NI NP D

D. Roof Structure & Attic

Viewed From:Interior of Attic
Approximate Average Depth of Insulation: 7" to 9"
Approximate Average Thickness of Vertical Insulation: 6" - 8"
Comments:

The attic ladder was observed to be installed with improper fasteners. This condition should be further evaluated and corrected as necessary.

E. Walls (Interior & Exterior) - Comments:

The wood veneer has some deterioration and/or damage on the north and east sides of the house.



There were no weepholes observed in the low course of the exterior masonry veneer over the window and door steel lintels. This condition does not meet current building standards and should be corrected as necessary.



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I NI NP D

F. Ceilings & Floors - Comments:

The attic latter and open ceiling in the garage/garage closet is a breach in the firewall. This is an "as built" condition and may have been acceptable when the home was built but per TREC standards of practice, we are required to report this item as a deficiency.

FLOORS:

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

G. Doors (Interior & Exterior) - Comments:

A damaged interior door was observed at the time of this inspection.



I=Inspected

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I NI NP D

 H. Windows - Comments:
Safety Glass

(Under current building standards the following are considered hazardous locations that require safety glass.)

Glass in doors and enclosures for hot tubs, whirlpools, bathtubs and showers. Glazing in any part of the building wall enclosing these compartments where the bottom exposed edge of the glazing is less than 60-inches measured vertically above any standing or walking surface.



One or more of the thermal pane windows were observed to have lost their seals. This has resulted in condensation or a fog like film to develop between the panes of glass. The thermal pane windows no longer function as designed when they loose their seal and replacement may be necessary. The windows that have noticeably lost their seals are listed but may not be limited to the following:

(Numerous windows throughout the home).

Special Notice: Signs of lost seals in the thermal pane windows may appear and disappear as temperature and humidity changes. Some windows with lost seals may not be evident at the time of this inspection. Windows are checked in a non-exhaustive manner for obvious fogging. When lost thermal pane window seals were noted, we recommend all windows be rechecked by a window specialist for further evaluation prior to closing.

 I. Stairways (Interior & Exterior) - Comments:

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

 J. Fireplace / Chimney - Comments:

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

 K. Porches, Decks, and Carports - Comments:

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I NI NP D

There is no handrail in place for the steps at the front of the house. Railings are sometimes left out for aesthetic reasons although hand rails are required for stairs with four or more risers. This item may not have been required at the time of construction although per TREC standards we must report as "Deficient"



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: 100 amps

Box Location: East Exterior Wall

Arc-Fault Protection (AFCI)

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

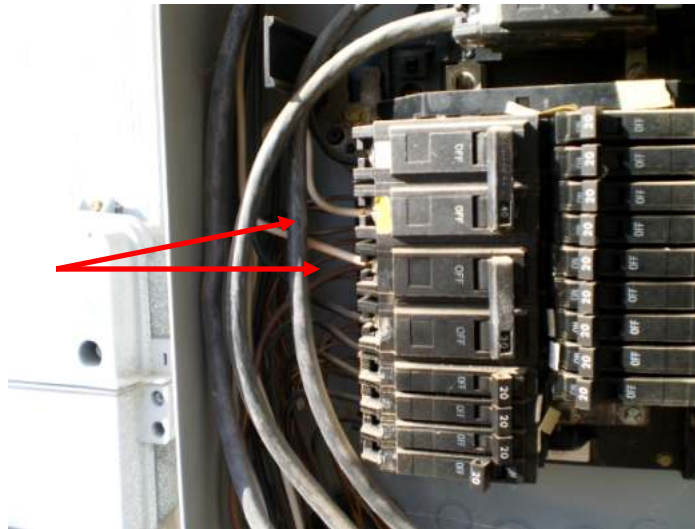
This is an "as-built" condition, but Per TREC standards of practice we are required to report this condition as a deficiency. Some items reported as Deficient may be considered upgrades to the property.

Under current building standards, the gas piping shall be bonded to the grounding electrode system.

This is an "as built" condition and may not have been required when the home was built. The lack of this bonding jumper does not meet current building and electrical standards.

The exterior service meter is loose at the wall mount and should be better secured.

White wires in the main panel being used as a hot lead should be properly marked. This is usually achieved using colored electrical tape. Color coated wires is universal and helps electricians identify hot, neutral and ground and does effect the manner or procedure in which they work. This condition should be improved.



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

I NI NP D

The bonding wire connection to the ground electrode rod has pulled loose and needs to be repaired as necessary.



The electrical cabinet cover plate (dead front) should be installed with blunt tip screws and not sharp wood type screws for reasons of safety.



B. Branch Circuits - Connected Devices and Fixtures

Type of Wiring: Copper

Comments:

There are not enough smoke alarms located in the home. Under current building standards, there should be a smoke alarm located in each sleeping room, outside each separate sleeping area in the immediate vicinity of the sleeping rooms, and on each additional story of the dwelling, including basements but excluding crawl spaces and uninhabitable attics (in dwellings with split levels and without an intervening door between the levels, a smoke alarm installed on the upper level and the

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I NI NP D

adjacent lower level shall suffice provided that the lower level is less than one full story below the upper level).

The ceiling fan is not balanced properly and wobbles when operated in the breakfast area.

The kitchen counter top receptacles do not 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.

Not all of the garage receptacles appear to be connected to a ground fault circuit interrupter (GFCI) device. Under current electrical standards, all of the garage receptacles should have GFCI protection. There New 2008 National Electrical Code no longer has an exception for "non-appliance dedicated".

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I NI NP D

III. HEATING, VENTING, AND AIR-CONDITIONING SYSTEMS

A. Heating Equipment

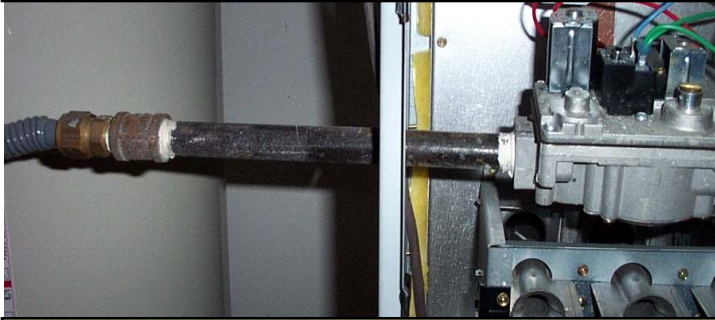
Type of System:

Comments:

Normal Δ 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.

Sample picture of the correct installation of the heating unit flex connector.



This picture is for example only and was not taken at this location.



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.



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

I NI NP D

B. Cooling Equipment

Type of System: Central Forced Air System

Comments:

Normal Δ range 15° - 21°

Main Central Cooling System – Energy Source: Electric

Today's Temperature Differential (Delta-T): N/A

Approximate System Size: **Not legible**

Location: At Interior Closet Unit

Manufacturing Date: **Not legible**

The operation of the cooling system was not checked due to the outside ambient temperature being below 60 Degrees. If any concerns exist about the future operation of the cooling equipment, then it is recommended that a Qualified HVAC Technician further inspect and give an evaluation on the operation of the equipment and any further concerns that may exist with this equipment.

A limited visual survey will be performed and if any defects are found they will be listed in this section.

The primary condensate drain line is not equipped with a p-trap. Under current mechanical installation standards, the manufacturer requires a p-trap be installed in the primary condensate drain line within 6-inches of the coil housing.

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



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

I NI NP D

 C. Duct Systems, Chases and Vents - Comments:

There are HVAC refrigeration lines observed in the air return chase. Under current building standards, this is no longer an accepted practice.

Note: The covering on the ductwork that is in place has been known to deteriorate with direct and/or indirect UV light.

Damage to the plastic covering was observed.



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

I NI NP D

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: Above 80 psi

Comments:

Hall Bathroom

The commode handle sticks when used and will need to be improved.

The water pressure was observed to be above 80 psi at the time of this inspection. Under current plumbing standards the maximum water pressure should be 80 psi. This condition should be further evaluated and corrected as necessary.



Cracked, deteriorated and/or missing shower stall grout and/or caulking should be repaired or replaced as necessary.

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

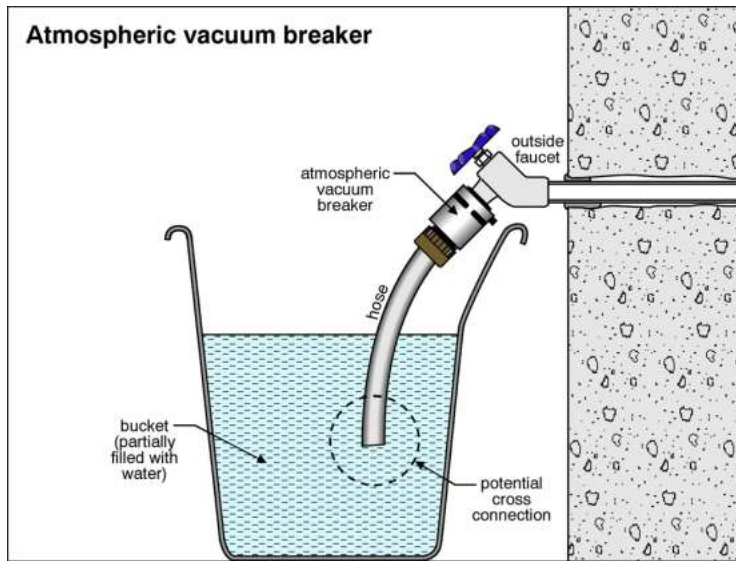
I NI NP D

Master Bathroom

The shower spout is leaking at the neck connection.



One or more of the exterior water hose bibbs (faucet) do not have a back-flow or anti-siphon device (Vacuum Breakers) in place. **Note:** This is not uncommon to observe with a home of this age.



-

B. Drain, Wastes and Vents - Comments:

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

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

I NI NP D

 C. Water Heating Equipment

Water Heater – Energy Source: Gas

Location: Garage

Approximate Capacity: 40 Gallons

Approximate Age: 1998

There is no pan installed under the water heater.

There was a gas leak detected at or around the gas pilot assembly. The inspector used a TIFF 8800 gas leak detector to locate the leak.



 D. Hydro-Massage Therapy Equipment - Comments:

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I NI NP D

V. APPLIANCES

A. Dishwasher - 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.

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.

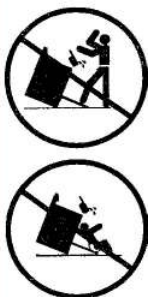
D. Ranges, Cooktops, and Ovens - Comments:

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.



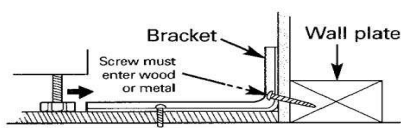
▲ WARNING —

- 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.

I=Inspected

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D=Deficiency

I NI NP D

 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:

When an automatic garage door opener is in use, the manual lock should be disabled or removed.



Only one of the garage door openers was tested during this inspection.

 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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I NI NP D

VI. OPTIONAL SYSTEMS

 A. Gas Supply Systems - Comments:

 B. 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. In my opinion, the foundation appears to be providing adequate support for the structure at the time of this inspection. I did not observe any apparent evidence that would indicate the presence of adverse performance or significant deficiencies in the foundation. The interior and exterior stress indicators showed little effects of adverse performance and I perceived the foundation to contain no significant unlevelness after walking the 1st level floors.
2. The guttering system downspout is loose on the east side of the house.
3. **Note:** The gutters require cleaning.
4. The attic ladder was observed to be installed with improper fasteners. This condition should be further evaluated and corrected as necessary.
5. The wood veneer has some deterioration and/or damage on the north and east sides of the house.
6. There were no weepholes observed in the low course of the exterior masonry veneer over the window and door steel lintels. This condition does not meet current building standards and should be corrected as necessary.
7. The attic ladder and open ceiling in the garage/garage closet is a breach in the firewall. This is an "as built" condition and may have been acceptable when the home was built but per TREC standards of practice, we are required to report this item as a deficiency.
8. A damaged interior door was observed at the time of this inspection.

9. Safety Glass

10. (Under current building standards the following are considered hazardous locations that require safety glass.)
11. Glass in doors and enclosures for hot tubs, whirlpools, bathtubs and showers. Glazing in any part of the building wall enclosing these compartments where the bottom exposed edge of the glazing is less than 60-inches measured vertically above any standing or walking surface.
12. One or more of the thermal pane windows were observed to have lost their seals. This has resulted in condensation or a fog like film to develop between the panes of glass. The thermal pane windows no longer function as designed when they loose their seal and replacement may be necessary. The windows that have noticeably lost their seals are listed but may not be limited to the following:
13. (Numerous windows throughout the home).
14. **Special Notice:** Signs of lost seals in the thermal pane windows may appear and disappear as temperature and humidity changes. Some windows with lost seals may not be evident at the time of this inspection. Windows are checked in a non-exhaustive manner for obvious fogging. When lost thermal pane window seals were noted, we recommend all windows be rechecked by a window specialist for further evaluation prior to closing.
15. There is no handrail in place for the steps at the front of the house. Railings are sometimes left out for aesthetic reasons although hand rails are required for stairs with four or more risers. This item may not have been required at the time of construction although per TREC standards we must report as "Deficient"

ELECTRICAL SYSTEMS

16. Arc-Fault Protection (AFCI)
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. *This is an "as built" condition and may not have been required when the home was built.* The lack of this bonding jumper does not meet current building and electrical standards.
20. The exterior service meter is loose at the wall mount and should be better secured.

21. White wires in the main panel being used as a hot lead should be properly marked. This is usually achieved using colored electrical tape. Color coated wires is universal and helps electricians identify hot, neutral and ground and does effect the manner or procedure in which they work. This condition should be improved.
22. The bonding wire connection to the ground electrode rod has pulled loose and needs to be repaired as necessary.
23. The electrical cabinet cover plate (dead front) should be installed with blunt tip screws and not sharp wood type screws for reasons of safety.
24. There are not enough smoke alarms located in the home. Under current building standards, there should be a smoke alarm located in each sleeping room, outside each separate sleeping area in the immediate vicinity of the sleeping rooms, and on each additional story of the dwelling, including basements but excluding crawl spaces and uninhabitable attics (in dwellings with split levels and without an intervening door between the levels, a smoke alarm installed on the upper level and the adjacent lower level shall suffice provided that the lower level is less than one full story below the upper level).
25. The ceiling fan is not balanced properly and wobbles when operated in the breakfast area.
26. The kitchen counter top receptacles do not 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.
27. Not all of the garage receptacles appear to be connected to a ground fault circuit interrupter (GFCI) device. Under current electrical standards, all of the garage receptacles should have GFCI protection. There New 2008 National Electrical Code no longer has an exception for "non-appliance dedicated".

HEATING, VENTING, AND AIR-CONDITIONING SYSTEMS

28. 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.
29. 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.
30. The operation of the cooling system was not checked due to the outside ambient temperature being below 60 Degrees. If any concerns exist about the future operation of the cooling equipment, then it is recommended that a Qualified HVAC Technician further inspect and give an evaluation on the operation of the equipment and any further concerns that may exist with this equipment.
31. A limited visual survey will be performed and if any defects are found they will be listed in this section.
32. The primary condensate drain line is not equipped with a p-trap. Under current mechanical installation standards, the manufacturer requires a p-trap be installed in the primary condensate drain line within 6-inches of the coil housing.
33. Damaged, deteriorated and/or missing insulation on the refrigerant lines should be repaired or replaced at the outside condenser.
34. There are HVAC refrigeration lines observed in the air return chase. Under current building standards, this is no longer an accepted practice.
35. **Note:** The covering on the ductwork that is in place has been known to deteriorate with direct and/or indirect UV light.
36. Damage to the plastic covering was observed.

PLUMBING

37. Hall Bathroom

38. The commode handle sticks when used and will need to be improved.
39. The water pressure was observed to be above 80 psi at the time of this inspection. Under current plumbing standards the maximum water pressure should be 80 psi. This condition should be further evaluated and corrected as necessary.
40. Cracked, deteriorated and/or missing shower stall grout and/or caulking should be repaired or replaced as necessary.

41. Master Bathroom

- 42. The shower spout is leaking at the neck connection.
- 43. One or more of the exterior water hose bibbs (faucet) do not have a back-flow or anti-siphon device (Vacuum Breakers) in place. **Note:** *This is not uncommon to observe with a home of this age.*
- 44. There is no pan installed under the water heater.
- 45. There was a gas leak detected at or around the gas pilot assembly. The inspector used a TUFF 8800 gas leak detector to locate the leak.

APPLIANCES

- 46. The romex type branch circuit wiring to the disposal is exposed and should be enclosed in conduit.
- 47. The range can be easily tipped over and should be equipped with an anti-tip device, for safety.
- 48. When an automatic garage door opener is in use, the manual lock should be disabled or removed.
- 49. Only one of the garage door openers was tested during this inspection.

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: _____