

Report identification:

PLEASE READ CAREFULLY

TERMS AND CONDITIONS

Please read these terms and conditions (hereinafter "Terms") carefully, as they govern the performance of inspection services provided to you, the client (hereinafter "Client"), by Integrity Performance. Integrity Performance, may also be referred to in these Terms as "Inspector". BY SIGNING THIS AGREEMENT, YOU ARE EXPRESSLY AGREEING AND ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS AND AGREE TO BE BOUND THEREBY.

ALL UTILITIES MUST BE TURNED ON PRIOR TO MECHANICAL OR COMBINATION INSPECTIONS. THE INSPECTOR IS NOT REQUIRED TO TURN ON UTILITIES OR INSPECT THE CONDITION OF METERING DEVICES. IF LEAKS ARE DETECTED, THE APPROPRIATE UTILITY SHOULD BE NOTIFIED.

Vacant Houses

The following items are most common problems found after a house has been vacant for a week or longer, and this inspection company will not be responsible for:

1. Sewer and drain lines stopped up.
2. Leaks at faucets.
3. Leaks at dishwasher- seals drying out.
4. Disposal locking up.
5. Water heaters leaking at drain valves
6. Electric water heaters- water drained but power not turned off- damage to heating elements and thermostats. Gas Water Heaters and Gas Furnaces- if gas has been turned off- thermocouple (pilot generator) fails.

INSPECTIONS ARE PERFORMED SOLELY FOR THE PERSON, INDIVIDUAL OR COMPANY NAMED ON THE REPORT AND MAY NOT BE TRANSFERRED TO, OR RELIED UPON, BY ANY THIRD PARTY.

Important Limitations, Departures and Disclaimers

1. This inspection report is limited to the items listed and reports only on the present condition of those items. The report reflects only the items inspected and observed to be "operable" or "inoperable" at the time of the inspection, that is, whether such items at the time they are observed serve the purpose for which they were originally intended. We do not inspect for building code compliance (except as may be required by the Texas Real Estate Commission).
2. **Items within the scope of inspection:** This inspection shall meet the minimum level of inspection practice required of inspectors for inspecting accessible parts, components and systems typically found in improvements to real property, excluding detached structures, decks, docks, bulkheads and fences. The inspection is of conditions which are present and visible at the time of the inspection. All mechanical and electrical equipment, systems and appliances are operated in normal modes and operating range at the time of the inspection. Inspector shall observe, render an opinion and report which of the parts, components and systems present at the property have or have not been inspected. Inspector's report will specifically indicate if the inspected parts, components or system(s) are not functioning or are otherwise deficient. The report used by Inspector is the Texas Real Estate Commission's mandated inspection report. Inspector may, but is not required to, inspect parts, components and systems in addition to those described by the Texas Real Estate Inspectors Standards of Practice. In the event of conflict between a specific provision and a general provision within the Texas Real Estate Inspectors Standards of Practice, the specific provision shall control. This inspection service is conducted for the sole purpose of assisting the purchaser to determine feasibility of purchasing and in no way meant to influence his / her decision to purchase. The scope of this inspection is limited strictly to those items requested and checked in the report. The inspection is intended to be a practical, nondestructive examination of the function of the building, its components and equipment. The examination is limited to visual, audible and operational techniques and does make allowances for reasonable wear and tear.
3. **Items outside the scope of inspection:** This report reflects only those items that are in plain sight and readily or easily observed at the time of the inspection. Any area which is not exposed to view, is concealed, or is inaccessible because of soils, walls, floors, carpet, ceilings, furnishings or any other thing is not included in this inspection. For example, but not by way of limitation, recent repairs, painting, or any furniture may conceal previous or present damage which is not readily and easily observed by Inspector and no representation or comment can be made. This inspection does not include any destructive testing or dismantling. Client agrees to assume all risk for all conditions which are concealed from view at the time of the inspection. Whether or not they are concealed, the following ARE OUTSIDE OF THE SCOPE OF THE INSPECTION: items buried or normally covered by construction, slab or sewer leaks, past, present, or future roof leaks, latent defects, hidden conditions, flat concrete work, sheds, exterior and interior painting, floor and wall coverings, window treatments, cabinets, infestation, outside lighting, outside grills, heat exchangers, electrical heat strips, self-cleaning items, humidifiers, electrical filters, solar devices, alarm systems, antennas, ice makers, layers of roofing, vacuum systems, refrigerators and laundry equipment. This inspector is NOT Qualified to inspect or report on issues

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arising from a septic system. We DO NOT check for pool, hot tub, spa, sauna, or sprinkler below finished grade water leaks.

4. For personal safety reasons, the inspector will not climb on and / or walk on any roof surface with a pitch greater than 3:12. When the roof pitch exceeds 3:12, the inspector will examine viewable roof surfaces from ground level with high power binoculars and will examine the roof decking from inside accessible attic spaces.
5. NO REPRESENTATION IS MADE CONCERNING ANY OTHER CONDITION OR THE FUTURE PERFORMANCE OF ANY ITEM. NO REPRESENTATION IS MADE AS TO THE ITEMS NOT SPECIFICALLY COMMENTED UPON. UNLESS SPECIFICALLY STATED HEREIN, ALL WARRANTIES, EXPRESSED, IMPLIED, OR OTHERWISE, ARE EXCLUDED AND DISCLAIMED. THIS INSPECTION IS NOT INTENDED TO BE TECHNICALLY EXHAUSTIVE NOR IS IT CONSIDERED TO BE A GUARANTEE, HOME WARRANTY OR INSURANCE POLICY OF THE FUTURE LIFE OR FAILURE OF THE ITEMS INSPECTED, EXPRESSED OR IMPLIED. INSPECTOR SHALL NOT BE HELD RESPONSIBLE OR LIABLE FOR ANY REPAIRS OR REPLACEMENTS WITH REGARD TO THIS PROPERTY, SYSTEMS, COMPONENTS OR CONTENTS THEREIN. INSPECTOR IS NEITHER A GUARANTOR NOR INSURER.
6. If a comment is made concerning the condition of any item, Client is URGED to and AGREES to contact a SPECIALIST to make further inspections and/or evaluations of that item, if Client intends to rely on this report. IN NO EVENT IS INSPECTOR LIABLE FOR ANY DAMAGES THAT MAY OCCUR AS A RESULT OF ANY ITEM'S CONDITION.
7. Client must notify the company in writing of any complaints within (7) days after the inspection and must thereafter allow prompt re-inspection of the item complained; otherwise, all claims for damages arising out of such complaint are waived by Client.
8. If Client institutes any legal action concerning the inspection and fails to prevail on all the causes of the action alleged, Client shall be liable for all attorney's fees, costs, and expenses incurred by Integrity Performance in such action.
9. These Terms are binding on Client, Client's spouse, heirs, principals, assigns, successors, and anyone else who may otherwise claim through Client.
10. Client assumes the risk of all losses greater than the inspection fee paid for this inspection. Client's sole remedy for any claims arising from this inspection is the recovery by Customer of the amount of the inspection fee. CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT IN NO EVENT IS CLIENT OR ANY THIRD PARTY ENTITLED TO THE RECOVERY OF INDIRECT, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, SPECIAL, LIQUIDATED, PUNITIVE, OR OTHER DAMAGES.
11. Client, by accepting this report, or relying upon it in any way, expressly agrees to these Terms.
12. Security devices, alarms and related systems as well as smoke detectors & fire alarms, connected to a central system are not inspected. It is recommended that these systems/devices, if present, be properly inspected by a qualified technician. If these devices/systems are not present at the time of inspection, it is the responsibility of Client to provide security and fire protection as deemed necessary by the level of personal safety desired.
13. Integrity Performance may arrange, on Client's behalf, for other services to be performed, which are not regulated by the Texas Real Estate Commission (hereinafter "Other Services"). Inspector arranges for Other Services to be performed for Client solely as a convenience to Client and in no way is Inspector to be held responsible and/or liable for the performance of these Other Services, and by using Inspector's inspection services, Client agrees to release Inspector and its agents, officers, and employees from any and all claims, demands, damages, and expenses of any kind or nature whatsoever that Client may have arising out of or in any way related to the performance of the Other Services. Client agrees and understands that the providers of these Other Services are completely and solely liable for the quality, thoroughness, and completeness of their work. Client further agrees and understands that the providers of these Other Services are acting independently and nothing shall be construed as creating a partnership, joint venture, agency, or employment relationship between said providers and Integrity Performance, agents, and employees.
14. Inspector is a RecallChek Authorized Dealer.
15. Mold and/or mildew (collectively, "Mold") is not uncommon and is normally found in this hot and humid climate. What appears to possibly be Mold may be noted in the inspection report, if observed, at some places on the interior or exterior of the structure(s). This inspection does not check for type(s) of possible Mold present and additional Mold may be present in areas not visible or readily and easily accessible such as behind walls, under floors, beneath wall coverings, behind or under stored furnishings, behind hung items or in attics, crawl spaces, etc. It is recommended that Mold, if present, now or in the future, be evaluated, removed and/or treated by qualified specialists in this field.
16. Inspector is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. Client is urged, prior to closing, to have an expert in the appropriate field examine any and all items in need of repair noted in the inspection report, including Mold, so to determine the full extent of the condition and effect on the value of the property. It is recommended that all repairs be completed by, or under the direction of, a qualified specialist who is certified, licensed and bonded in the field of the reported item.
17. ALTERNATIVE DISPUTE RESOLUTION: Any dispute concerning the interpretation of these Terms or arising from this inspection report, except one for the inspection fee payment, shall be resolved informally between the parties through non-binding mediation, or if that fails, by arbitration conducted in accordance with the rules of the

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American Arbitration Association. Should arbitration be required, the parties shall select an arbitrator whom is familiar with the home inspection industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code.

18. These Terms state the entire agreement between the parties and supersedes all prior proposals and understandings, whether oral or written, and all other prior communications between the parties relating to the inspection.

NOTICE: YOU THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERALS OFFICE, YOUR LOCAL DISTRICT / COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

IF SIGNING INDIVIDUALLY, I THE CLIENT, GUARANTEE TO THE INSPECTOR, TO HAVE THE LEGAL AUTHORITY TO ENTER THIS CONTRACT ON BEHALF OF A SPOUSE OR LIFE PARTNER AND WILL BE SOLELY AND FULLY OBLIGATED TO SUCCESSFULLY DEFEND THE INSPECTOR AGAINST ANY AND ALL CLAIMS THAT MAY ARISE OR BE CHARGED AGAINST THE INSPECTOR BY A LEGALLY DECLARED SPOUSE, LIFE PARTNER OR ANY OTHER PARTY THAT MAY HAVE A LEGAL INTEREST IN THE PROPERTY OR THIS AGREEMENT.

BY SIGNING THIS AGREEMENT I AM AUTHORIZING THE INSPECTOR TO COMMUNICATE THE INFORMATION CONTAINED IN THE INSPECTION REPORT FOR SUBJECT PROPERTY TO THE REAL ESTATE AGENT REPRESENTING ME /US IN THIS TRANSACTION.

Agreed: _____, Client

Integrity Performance

Date:

Job Number:

David Lopez, Inspector TREC # 20526

Clients:

Property Address:

Inspection Fee:

THANK YOU !