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INSPECTED FOR

Sample Report

12345 Sample Report

Humble, TX 77346

December 8, 2021



PROPERTY INSPECTION REPORT FORM

Sample Report

12/08/2021

Name of Client

Date of Inspection

12345 Sample Report, Humble, TX 77346

Address of Inspected Property

James Lee

23485

Name of Inspector

TREC License #

Name of Sponsor (if applicable)

TREC License #

PURPOSE OF INSPECTION

A real estate inspection is a visual survey of a structure and a basic performance evaluation of the systems and components of a building. It provides information regarding the general condition of a residence at the time the inspection was conducted. *It is important* that you carefully read ALL of this information. Ask the inspector to clarify any items or comments that are unclear.

RESPONSIBILITY OF THE INSPECTOR

This inspection is governed by the Texas Real Estate Commission (TREC) Standards of Practice (SOPs), which dictates the minimum requirements for a real estate inspection.

The inspector IS required to:

- use this Property Inspection Report form for the inspection;
- inspect only those components and conditions that are present, visible, and accessible at the time of the inspection;
- indicate whether each item was inspected, not inspected, or not present;
- indicate an item as Deficient (D) if a condition exists that adversely and materially affects the performance of a system or component **OR** constitutes a hazard to life, limb or property as specified by the SOPs; and
- explain the inspector's findings in the corresponding section in the body of the report form.

The inspector IS NOT required to:

- identify all potential hazards;
- turn on decommissioned equipment, systems, utilities, or apply an open flame or light a pilot to operate any appliance;
- climb over obstacles, move furnishings or stored items;
- prioritize or emphasize the importance of one deficiency over another;
- provide follow-up services to verify that proper repairs have been made; or
- inspect system or component listed under the optional section of the SOPs (22 TAC 535.233).

RESPONSIBILITY OF THE CLIENT

While items identified as Deficient (D) in an inspection report DO NOT obligate any party to make repairs or take other actions, in the event that any further evaluations are needed, it is the responsibility of the client to obtain further evaluations and/or cost estimates from qualified service professionals regarding any items reported as Deficient (D). It is recommended that any further evaluations and/or cost estimates take place prior to the expiration of any contractual time limitations, such as option periods.

Please Note: Evaluations performed by service professionals in response to items reported as Deficient (D) on the report may lead to the discovery of additional deficiencies that were not present, visible, or accessible at the time of the inspection. Any repairs made after the date of the inspection may render information contained in this report obsolete or invalid.

REPORT LIMITATIONS

This report is provided for the benefit of the named client and is based on observations made by the named inspector on the date the inspection was performed (indicated above).

ONLY those items specifically noted as being inspected on the report were inspected.

This inspection IS NOT:

- a technically exhaustive inspection of the structure, its systems, or its components and may not reveal all deficiencies;
- an inspection to verify compliance with any building codes;
- an inspection to verify compliance with manufacturer's installation instructions for any system or component and DOES NOT imply insurability or warrantability of the structure or its components.

NOTICE CONCERNING HAZARDOUS CONDITIONS, DEFICIENCIES, AND CONTRACTUAL AGREEMENTS

Conditions may be present in your home that did not violate building codes or common practices in effect when the home was constructed but are considered hazardous by today's standards. Such conditions that were part of the home prior to the adoption of any current codes prohibiting them may not be required to be updated to meet current code requirements. However, if it can be reasonably determined that they are present at the time of the inspection, the potential for injury or property loss from these conditions is significant enough to require inspectors to report them as Deficient (D). Examples of such hazardous conditions include:

- malfunctioning, improperly installed or missing ground fault circuit protection (GFCI) devices and arc-fault devices;
- ordinary glass in locations where modern construction techniques call for safety glass;
- malfunctioning or lack of fire safety features such as, smoke alarms, fire-rated doors in certain locations, and functional emergency escape and rescue openings in bedrooms;
- malfunctioning carbon monoxide alarms;
- excessive spacing between balusters on stairways and porches;
- improperly installed appliances;
- improperly installed or defective safety devices;
- lack of electrical bonding and grounding; and
- lack of bonding on gas piping, including corrugated stainless steel tubing (CSST).

Please Note: items identified as Deficient (D) in an inspection report DO NOT obligate any party to make repairs or take other actions. The decision to correct a hazard or any deficiency identified in an inspection report is left up to the parties to the contract for the sale or purchase of the home.

This property inspection report may include an inspection agreement (contract), addenda, and other information related to property conditions.

INFORMATION INCLUDED UNDER "ADDITIONAL INFORMATION PROVIDED BY INSPECTOR", OR PROVIDED AS AN ATTACHMENT WITH THE STANDARD FORM, IS NOT REQUIRED BY THE COMMISSION AND MAY CONTAIN CONTRACTUAL TERMS BETWEEN THE INSPECTOR AND YOU, AS THE CLIENT. THE COMMISSION DOES NOT REGULATE CONTRACTUAL TERMS BETWEEN PARTIES. IF YOU DO NOT UNDERSTAND THE EFFECT OF ANY CONTRACTUAL TERM CONTAINED IN THIS SECTION OR ANY ATTACHMENTS, CONSULT AN ATTORNEY.

ADDITIONAL INFORMATION PROVIDED BY INSPECTOR

Inspection Time In: **8:45 am** Time Out: **12 pm** Property was: **Vacant**
Building Orientation (For Purpose Of This Report Front Faces): **South**
Weather Conditions During Inspection: **Cloudy Overcast**
Outside temperature during inspection: **60 ° to 70 ° Degrees**
Parties present at inspection: **Buyer, Buyers Agent**

THIS REPORT IS PAID AND PREPARED FOR THE EXCLUSIVE USE BY Sample Report. THIS COPYRIGHTED REPORT IS NOT VALID WITHOUT THE SIGNED INSPECTION AGREEMENT.

THIS REPORT IS NOT TRANSFERABLE FROM CLIENT NAMED ABOVE.

SCOPE OF INSPECTION

These standards of practice define the minimum levels of inspection required for substantially completed residential improvements to real property up to four dwelling units. A real estate inspection is a non-technically exhaustive, limited visual survey and basic performance evaluation of the systems and components of a building using normal controls and does not require the use of specialized equipment or procedures. The purpose of the inspection is to provide the client with information regarding the general condition of the residence at the time of inspection. The inspector may provide a higher level of inspection performance than required by these standards of practice and may inspect components and systems in addition to those described by the standards of practice.

GENERAL LIMITATIONS

The inspector is not required to:

(A) inspect:

- (i) items other than those listed within these standards of practice;
- (ii) elevators;
- (iii) detached buildings, decks, docks, fences, or waterfront structures or equipment;
- (iv) anything buried, hidden, latent, or concealed;
- (v) sub-surface drainage systems;
- (vi) automated or programmable control systems, automatic shut-off, photoelectric sensors, timers, clocks, metering devices, signal lights, lightning arrestor system, remote controls, security or data distribution systems, solar panels, outdoor kitchens, gas grills (built-in or free standing), refrigerators (built-in or free standing), wine coolers, ice makers or smart home automation components; or
- (vii) concrete flatwork such as; driveways, sidewalks, walkways, paving stones or patios;

(B) report:

- (i) past repairs that appear to be effective and workmanlike except as specifically required by these standards;
- (ii) cosmetic or aesthetic conditions; or
- (iii) wear and tear from ordinary use;

(C) determine:

- (i) insurability, warrantability, suitability, adequacy, compatibility, capacity, reliability, marketability, operating costs, recalls, counterfeit products, product lawsuits, life expectancy, age, energy efficiency, vapor barriers, thermostatic performance, compliance with any code, listing, testing or protocol authority, utility sources, or manufacturer or regulatory requirements except as specifically required by these standards;
- (ii) the presence or absence of pests, termites, or other wood-destroying insects or organisms;
- (iii) the presence, absence, or risk of asbestos, lead-based paint, **MOLD**, mildew, corrosive or contaminated drywall "Chinese Drywall" or any other environmental hazard, environmental pathogen, carcinogen, toxin, mycotoxin, pollutant, fungal presence or activity, or poison;
- (iv) types of wood or preservative treatment and fastener compatibility; or
- (v) the cause or source of a conditions;

(D) anticipate future events or conditions, including but not limited to:

- (i) decay, deterioration, or damage that may occur after the inspection;
- (ii) deficiencies from abuse, misuse or lack of use;
- (iii) changes in performance of any component or system due to changes in use or occupancy;
- (iv) the consequences of the inspection or its effects on current or future buyers and sellers;
- (v) common household accidents, personal injury, or death;
- (vi) the presence of water penetrations; or
- (vii) future performance of any item;

(E) operate shut-off, safety, stop, pressure or pressure-regulating valves or items requiring the use of codes, keys, combinations, or

- similar devices;
- (F) designate conditions as safe;
 - (G) recommend or provide engineering, architectural, appraisal, mitigation, physical surveying, realty, or other specialist services;
 - (H) review historical records, installation instructions, repair plans, cost estimates, disclosure documents, or other reports;
 - (I) verify sizing, efficiency, or adequacy of the ground surface drainage system;
 - (J) verify sizing, efficiency, or adequacy of the gutter and downspout system;
 - (K) operate recirculation or sump pumps;
 - (L) remedy conditions preventing inspection of any item;
 - (M) apply open flame or light a pilot to operate any appliance;
 - (N) turn on decommissioned equipment, systems or utility services; or
 - (O) provide repair cost estimates, recommendations, or re-inspection services.

THE CLIENT, BY ACCEPTING THIS PROPERTY INSPECTION REPORT OR RELYING UPON IT IN ANY WAY, EXPRESSLY AGREES TO THE SCOPE OF INSPECTION, GENERAL LIMITATIONS AND INSPECTION AGREEMENT INCLUDED IN THIS INSPECTION REPORT.

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 and does not warrant or guarantee all defects to be found. If you have any questions or are unclear regarding our findings, please call our office prior to the expiration of any time limitations such as option periods.

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

The contents of this report are for the sole use of the client named above and no other person or party may rely on this report for any reason or purpose whatsoever without the prior written consent of the inspector who authored the report. Any person or party who chooses to rely on this report for any reason or purpose whatsoever without the express written consent of the inspector does so at their own risk and by doing so without the prior written consent of the inspector waives any claim of error or deficiency in this report.

This report is not intended to be used for determining insurability or warrantability 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.***

The digital pictures within this report are a representative sample of inaccessible areas, deficiencies or damages in place and should not be considered to show all of the inaccessible areas, deficiencies or damages observed. There will be inaccessible areas, deficiencies or damages not represented with digital imaging.

I=Inspected

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D=Deficient

I NI NP D

I. STRUCTURAL SYSTEMS

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A. Foundations

Type of Foundation(s): Slab on Ground

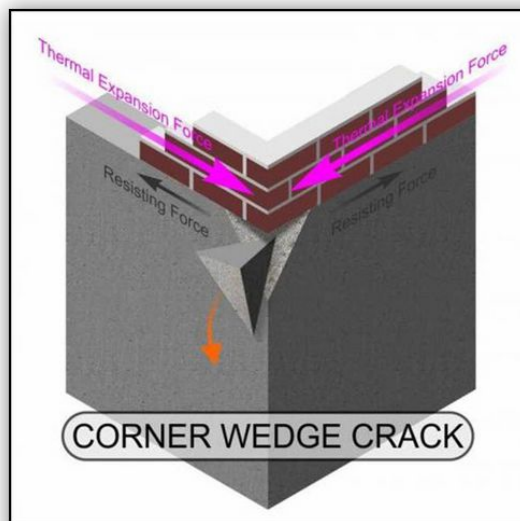
Comments:

Foundation Is Performing Adequately

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.

Additional Observations and/or Comments:

- One or more of the foundation perimeter beam corners were observed to be sheared off (corner pop). This is a common condition to observe and is due to thermal expansion and contraction of the different building materials. This condition does not adversely affect the foundation performance. However, in some cases, some cosmetic improvements may be necessary.



Notice: This inspection is one of first impression and the inspector was not provided with any historical information pertaining to the structural integrity of the inspected real property. This is a limited cursory and visual survey of the accessible general conditions and circumstances present at the time of this inspection. Opinions are based on general observations made without the use of specialized tools or procedures. Therefore, the opinions expressed are one of apparent conditions and not of absolute fact and are only good for the date and time of this inspection.

The inspection of the foundation may show it to be providing adequate support for the structure or having movement typical to this region, at the time of the inspection. This does not guarantee the future life or failure of the foundation. **The Inspector is not a structural engineer. This inspection is not an engineering report or evaluation and should not be considered one, either expressed or implied.** If any cause of concern is noted on this report, or if you want further evaluation, you should consider an evaluation by an engineer of your choice.

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B. Grading and Drainage

Comments:

Grading & Drainage

- Fill dirt is needed on the east side of the structure. The low spots in the finished grade (ground) adjacent to the foundation perimeter wall need to be filled in to help prevent water from standing and/or ponding next to the foundation area.
- Marginal site drainage was observed on the east side of the structure. Proper drainage is needed to help prevent water from standing and/or ponding next to the foundation beam. Corrective measures may be needed if the water stands within 10-feet of the foundation perimeter beam for more than 24-hours.

Notice: There is an underground and/or surface drainage system in place. The inspector cannot and will not be able to verify the operation, sizing, efficiency or adequacy of the underground and/or surface drainage system. If there are any questions or concerns with this system or the effectiveness of the system, you should consult with the current owner or the appropriate specialist related to this type of system.



Gutter & Downspout System

- Minor leaks in the gutter joints and seams should be repaired.
- The gutters require cleaning.
- The gutters do not appear to have sufficient slope to drain properly on the north side of the roof structure. If they do not perform as intended, the slope should be adjusted.

I=Inspected

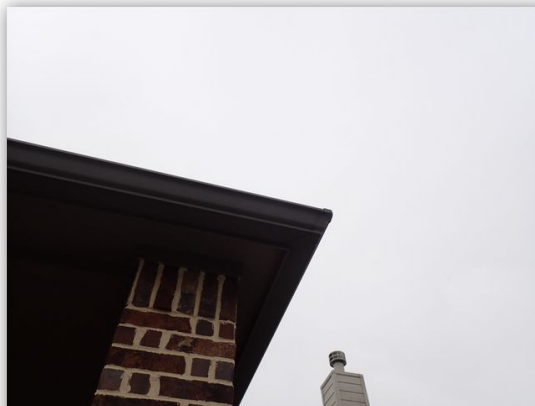
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Note: The gutter downspouts should discharge water at least thirty-six inches (36") away from the foundation perimeter beam. Storm water should be encouraged to flow away from the structure at the points of discharge.



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C. Roof Covering Materials

Type(s) of Roof Covering: Composition

Viewed From: Walked on roof

Comments:

Roof Covering

You are strongly encouraged to have a properly certified roofing contractor to physically inspect the roof, prior to the expiration of any time limitations such as option or warranty periods, to fully evaluate the condition of the roofing material. The observation made to support the rendering of this opinion are listed but not limited to the following:

- Damaged shingles were observed on the south side of the roof structure.
- One or more of the ridge cap shingles were observed to be damaged.
- Exposed fasteners were observed at the shingles in one or more locations.
- Shingle fasteners (staples and/or nails) were observed to be pushing through the roofing material in various locations.
- Tack holes were observed on the south side of the structure at the time of inspection. This condition should be further evaluated.

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

Note: Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration of any option/warranty period.



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



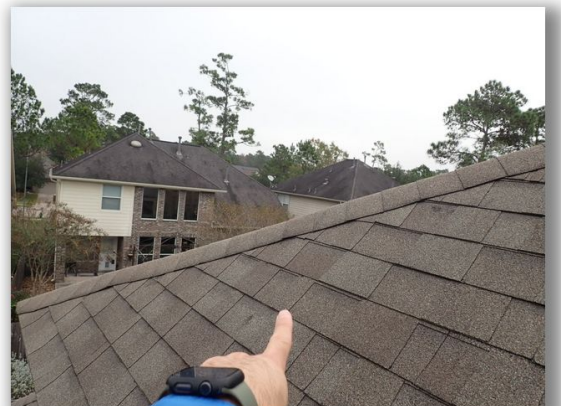
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Flashing Details

The flashing details needs to be checked, reset or repaired as necessary. The observations made to support the rendering of this opinion are listed but may not be limited to:

- It is recommended to seal all plumbing stack boots to prevent water intrusion.
- The flashing is lifting and/or pulling loose and should be re-secured on the north side of the roof structure.
- The flashing needs to be painted to prevent rust and/or UV damage.
- The drip edge flashing is not properly installed at the gutter. The drip edge flashing should be installed behind the gutter to prevent water intrusion/damage at this location.

Note: Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration of any option/warranty period.



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Notice: Life expectancy of the roofing material is not covered by this property inspection report. If any concerns exist about the roof covering life expectancy or potential for future problems, a roofing specialist should be consulted. The Inspector cannot offer an opinion or warranty as to whether the roof has leaked in the past, leaks now, or may be subject to future leaks, either expressed or implied.

The inspection of this roof may show it to be functioning as intended or in need of minor repairs. This inspection does not determine the insurability of the roof. You are strongly encouraged to have your Insurance Company physically inspect the roof, prior to the expiration of any time limitations such as option or warranty periods, to fully evaluate the insurability of the roof.

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D. Roof Structures and Attics

Viewed From: From Interior of Attic

Approximate Average Depth of Insulation: 10" to 13"

(**Note:** Generally recommended depth of attic floor insulation is approximately 10+ inches to achieve a R30 rating.)

Insulation Type: Batt or Blanket, Loose Filled

Description of Roof Structure: Rafter Assembly

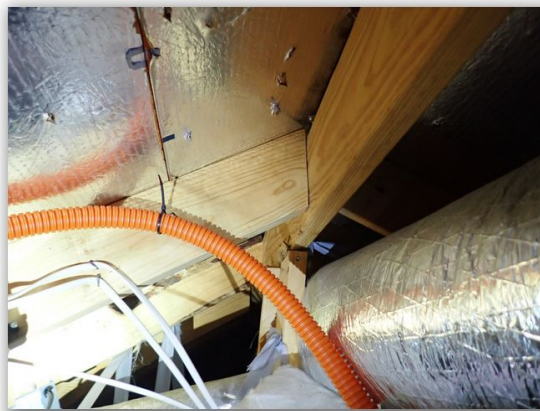
Attic Accessibility: Partial

Comments:

Roof Structure

- It is recommended to seal all openings between the soffit and roof covering to prevent pest/rodent intrusion at this point.

Note: Visible evidence of rodent activity was observed in the attic area. It is recommended to have a Certified Pest Control Operator further evaluate this condition and make corrections as necessary.



Attic Ventilation

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

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Attic Power Vents

- One or more of the attic power ventilators appears to be inoperative.
- One of the power ventilations adjustment knobs were observed to be missing at the time of inspection.



Attic Insulation

- The attic floor insulation needs to be redistributed in one or more locations.



Attic Ladder

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

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E. Walls (Interior and Exterior)

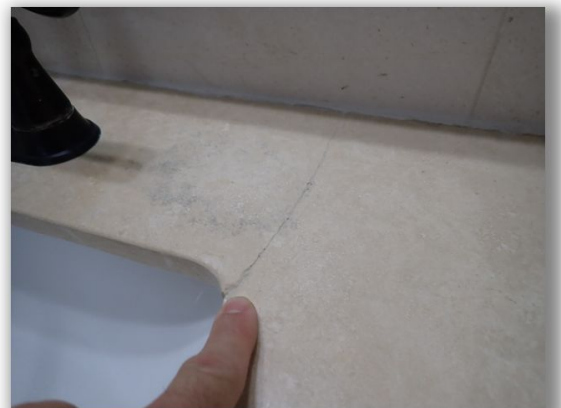
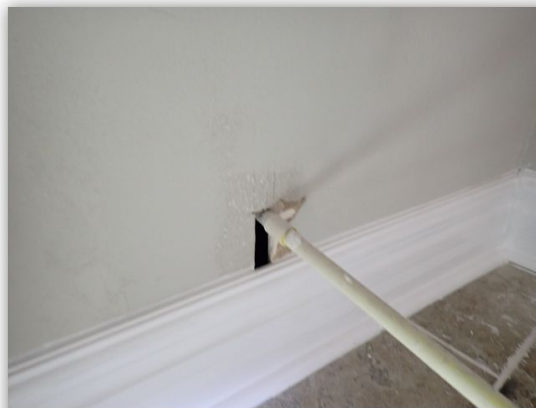
Comments:

Description of Exterior Cladding: Brick Veneer, Stone Masonry Veneer and Fiber Cement Board

Interior Walls & Surfaces

- Wall surface damage was observed in the half bathroom.
- The counter top in the primary bathroom was observed to be cracked at the time of inspection.

Note: There is evidence of painting and patching to the interior finish and prior interior finish repairs. This condition could limit the Inspectors visual observations and ability to render accurate opinions as to the performance of the structure.



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Exterior Walls & Surfaces

- Caulking improvements are recommended for the area between the exterior veneer and the window frames. It is recommended to use an elastomeric caulking.
- The area between the exterior cladding / veneer and all of the wall penetrations / openings need to be properly sealed. Areas such as utility connections, downspouts, hose bibbs, lighting fixtures, receptacles etc. It is recommended to use an elastomeric caulking / sealant.
- All joints between two different types of siding should be properly sealed. It is recommended to use elastomeric sealant.
- Caulking improvements are recommended for the area between the exterior veneer and the garage door trim boards. It is recommended to use an elastomeric caulking.
- Mortar improvements are recommended for the exterior masonry veneer on the south side of the structure.
- The exterior veneer / cladding was observed to be pulling loose and needs to be better secured on the north side, east side of the structure.
- The exterior veneer / cladding has some deterioration and/or damage on the east side of the structure.
- All wood to ground contact at the base of the siding should be eliminated. Rotted or damaged siding that is uncovered should be repaired. The siding was observed to be in contact with the finish grade (ground) on the north side of the structure.
- One or more of the exterior bricks were observed to be loose on the east side of the structure.
- The steel lintels over the exterior doors and windows need to be painted.
- All of the exterior wood type surfaces need a fresh coat of paint.
- The flashing needs to be painted to prevent rust and/or UV damage.



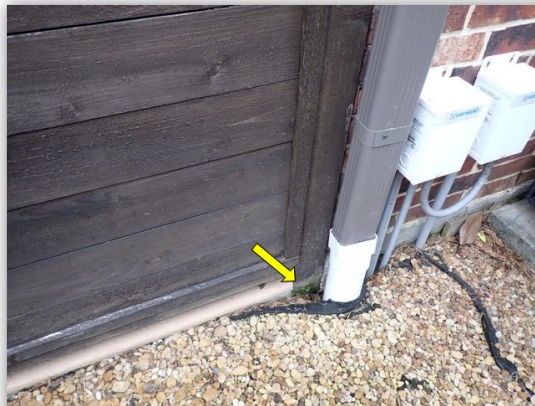
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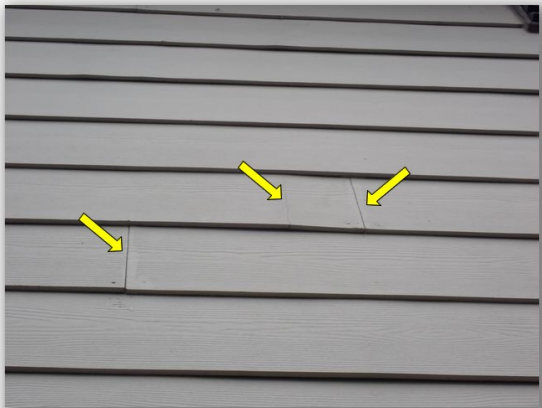
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F. Ceilings and Floors

Comments:

Ceilings

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

Note: There is evidence of painting and patching to the interior finish and prior interior finish repairs. This condition could limit the Inspectors visual observations and ability to render accurate opinions as to the performance of the structure.

Floors

- The floor covering is stained in one or more locations of the home.
- The floor covering is worn and/or damaged in one or more locations of the home.
- The floor covering was observed to be damaged in the upstairs rear corner bedroom.



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G. Doors (Interior and Exterior)

Comments:

Interior Doors

- The walk in attic entry door is not equipped with a self-closing device.
- Weather-stripping improvements are recommended for the walk in attic interior door(s).
- The door is not latching properly to the upstairs hall bathroom, media room.
- The door is sticking to the upstairs front corner bedroom, media room, primary bathroom closet.
- The door frame has some damage to the upstairs side middle bedroom.
- The hollow core door is separating and/or damaged to the media room.

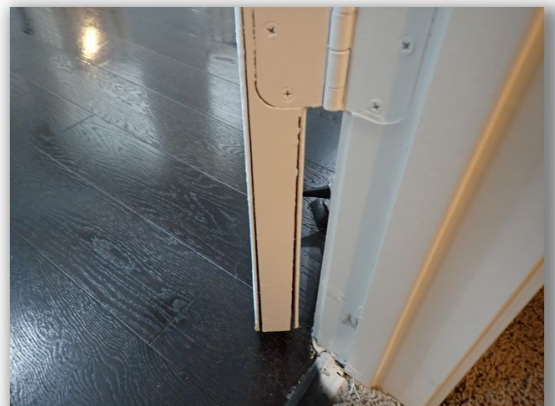
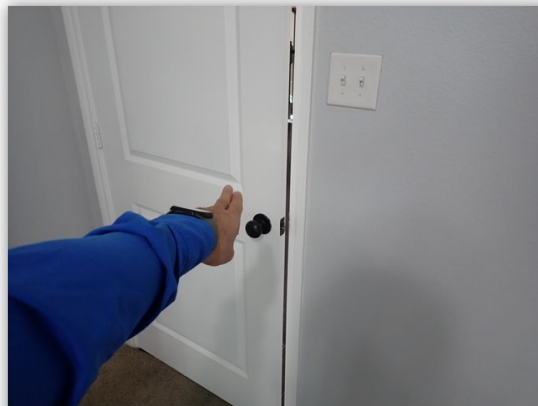
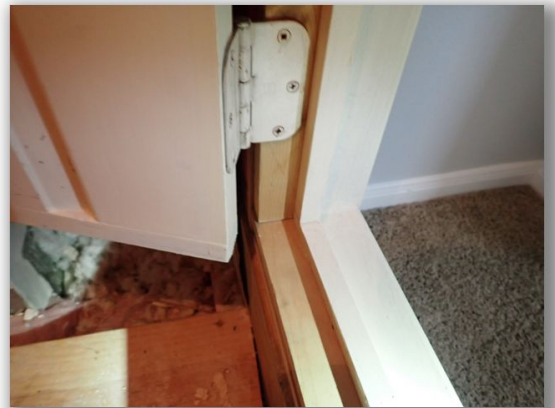
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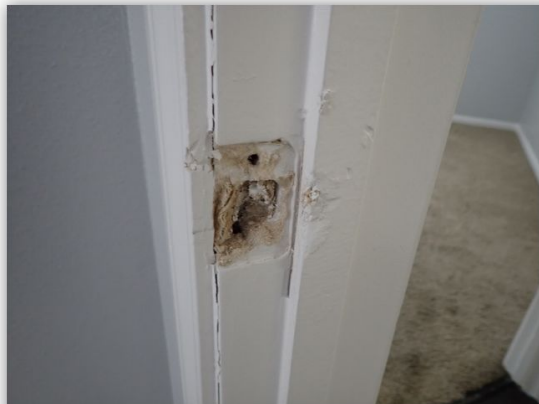
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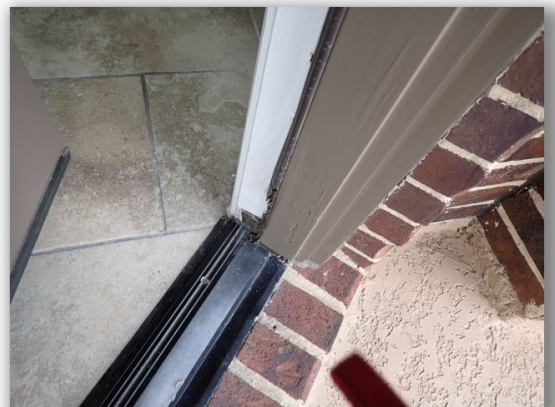
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Exterior Doors

- Weather-stripping improvements are recommended for the front entry, backyard entry exterior door(s).
- The door is not latching properly to the front entry door.



Overhead Garage Door

- The weather-stripping at the bottom of the overhead garage door is damaged and repairs or replacement may be necessary.
- It is recommended to lubricate the overhead garage door components, such as rollers, tracks and hinges.

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H. Windows

Comments:

Window Screens

- One or more of the window screens were observed to be missing.



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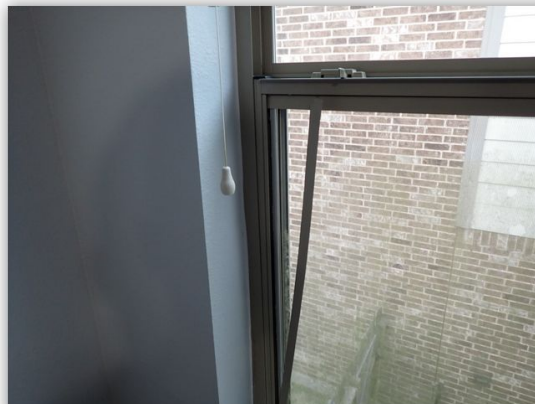
Windows

- 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 lose 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:
living room, primary bedroom.

(Total 4)

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 the expiration of any time limitations such as option or warranty periods.

- Visible evidence of water intrusion was observed at and/or around the window(s) in the upstairs rear corner bedroom. The cause and remedy should be investigated and corrected as necessary.
- The window weather-stripping is damaged and/or missing at one or more of the windows and improvements are recommended.



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I. Stairways (Interior and Exterior)

Comments:

- One or more of the spindles and/or balusters was observed to be loose.



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J. Fireplaces and Chimneys

Comments:

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

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K. Porches, Balconies, Decks, and Carports

Comments:

Porches / Patio

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

Driveway

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

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NP=Not Present

D=Deficient

I	NI	NP	D
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I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

II. ELECTRICAL SYSTEMS

☒ ☐ ☐ ☒

A. Service Entrance and Panels

Comments:

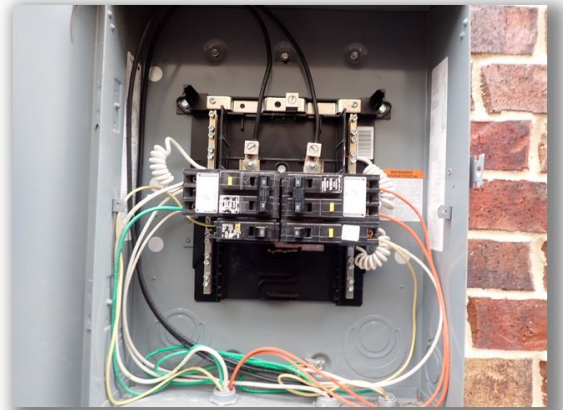
Sub Panel

Box Location: West Exterior Wall

Cabinet Manufacturer: Square D

Branch Circuit Wire Type: Copper

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



Panel Box

Box Rating and/or Main Disconnect Rating: 150 amps

Box Location: West Exterior Wall

Cabinet Manufacturer: EATON

Branch Circuit Wire Type: Copper

The buyer should have the electrical system checked by a Qualified Licensed Electrician. The observations made to support the rendering of this opinion are listed but not limited to the following:

- The breakers (overcurrent devices) in the electrical panel are not properly labeled.
- The electrical cabinet does not appear to be properly bonded to the electrical system.

Note: Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration of any option/warranty period.

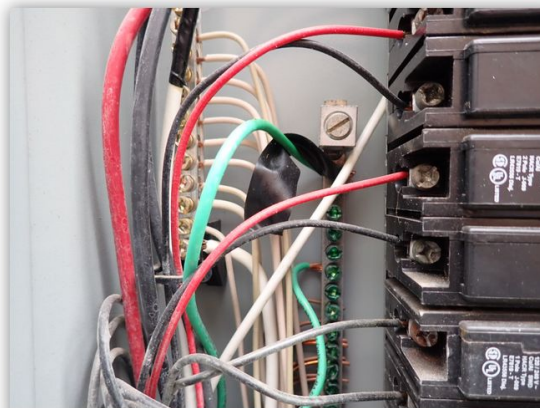
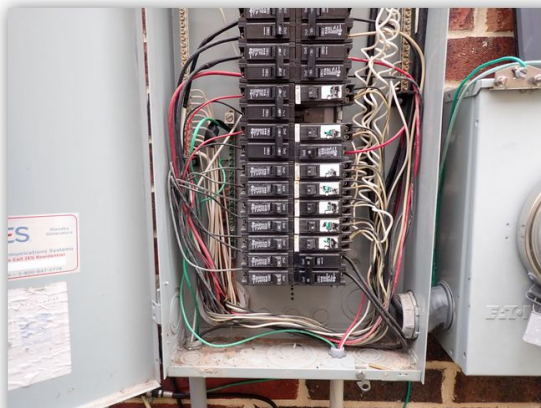
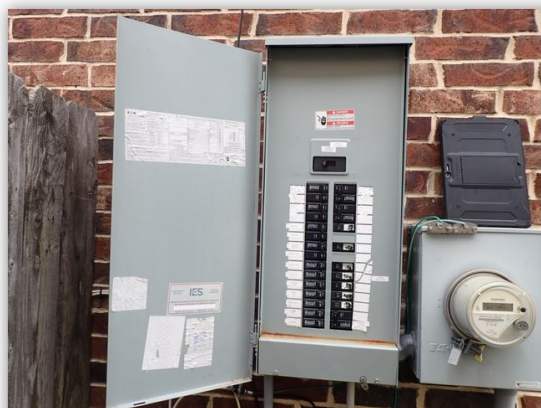
I=Inspected

NI=Not Inspected

NP=Not Present

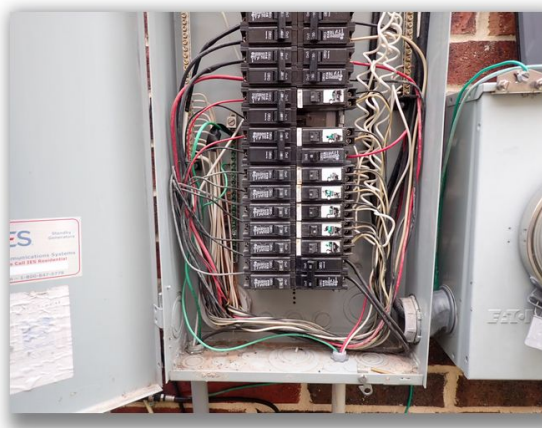
D=Deficient

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Arc-Fault Circuit Interrupter Protection (AFCI)

- One or more of the arc-fault circuit interrupter (AFCI) devices in the electrical cabinet did not trip and/or respond properly when tested. This condition should be further evaluated and corrected as necessary.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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Grounding / Bonding

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



Distribution Wiring

- Electrical flex extension cords should not be used for permanent wiring or pass through walls or ceilings. The improper use of extension cord was observed in or around the garage area.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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B. Branch Circuits, Connected Devices, and Fixtures

Type of Wiring: Copper

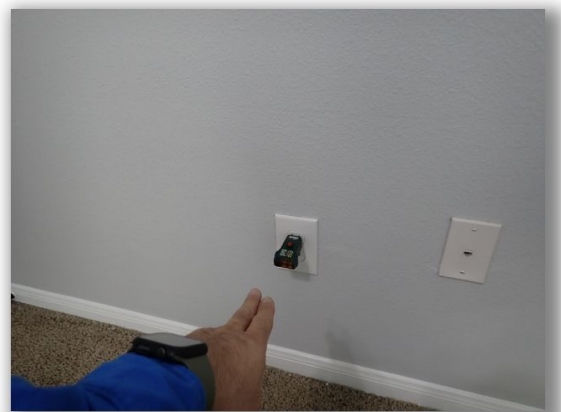
Comments:

Receptacle Outlets

The buyer should have the electrical system checked by a Qualified Licensed Electrician. The observations made to support the rendering of this opinion are listed but not limited to the following:

- The laundry room area receptacles do not appear to be connected to a ground fault circuit interrupter (GFCI) device. Under current electrical standards, all of the receptacles in the laundry room area should have GFCI protection.
- All exterior receptacles should have weather tight covers. The receptacle weather cover plate is damaged and/or missing on the front porch.
- One or more of the receptacles were observed to be damaged in the upstairs side middle bedroom.

Note: Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration of any option/warranty period.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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Arc-Fault Circuit Interrupter Protection (AFCI)

- Not all of the required dwelling unit devices, receptacle and lighting outlets (switches, receptacles and fixtures) are connected to an arc-fault circuit-interrupter (AFCI) circuit device. Under the current National Electrical Code, all of the dwelling units devices, receptacle and lighting outlets (switches, receptacles and fixtures) should be connected to an arc-fault circuit interrupter (AFCI) device.

Switches

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

Fixtures

- One or more of the light fixtures appear to be inoperative in the pantry. This may be due to a bad bulb or some other unknown condition. This condition should be further evaluated and corrected as necessary.
- The ceiling fan was observed to be noisy when operated in the upstairs rear corner bedroom.
- The ceiling fan is not balanced properly and wobbles when operated in the upstairs side middle bedroom, upstairs rear corner bedroom.
- The upstairs hall bathroom fixture was observed to be flickering at the time of inspection. This condition should be further evaluated.



Smoke Alarms

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

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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Note: It is recommended to replace the batteries in all of the smoke detectors once a year for reasons of safety.



Carbon Monoxide Alarms

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

Doorbell / Chime

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

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

III. HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS

☒ ☐ ☐ ☒

A. Heating Equipment

Type of Systems:

Energy Sources:

Comments:

Central Heating System(upstairs) – Energy Source: Gas

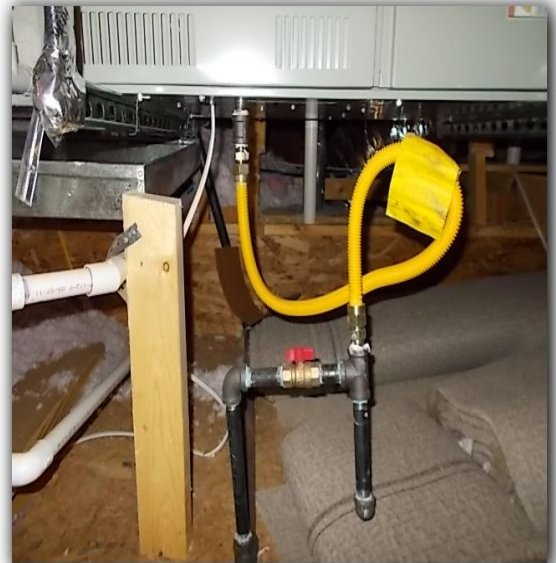
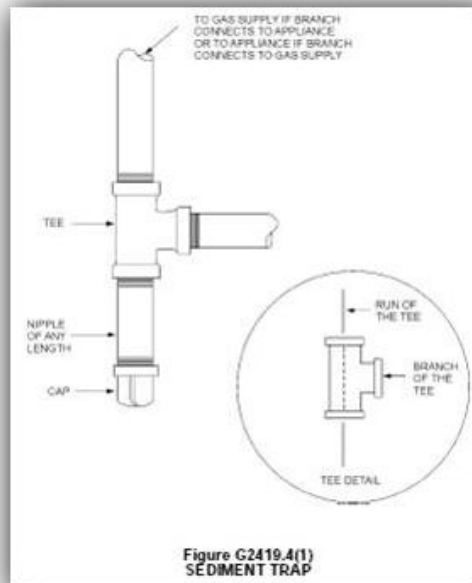
Brand Name: Lennox

The HVAC system needs to be checked and serviced by a Qualified / Licensed HVAC Technician. The observations made to support the rendering of this opinion are listed but may not be limited to the following:

- The heater gas supply line sediment trap was observed to be improperly installed. This condition does not meet current installation requirements and should be corrected.

Note: Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration of any option/warranty period.

Samples of correct sediment trap installation.



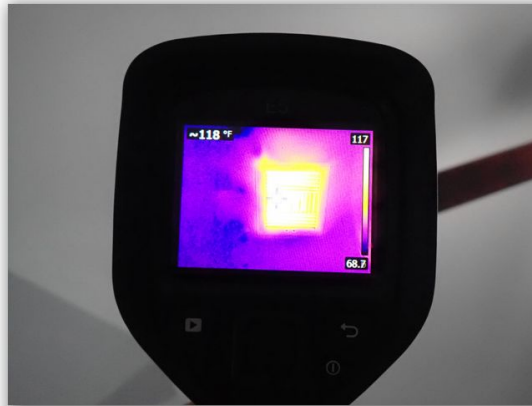
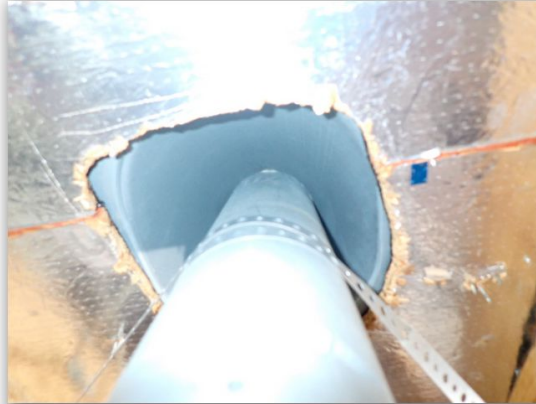
I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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Central Heating System(downstairs) – Energy Source: Gas

Brand Name: Lennox

The HVAC system needs to be checked and serviced by a Qualified / Licensed HVAC Technician. The observations made to support the rendering of this opinion are listed but may not be limited to the following:

- The heater gas supply line sediment trap was observed to be improperly installed. This condition does not meet current installation requirements and should be corrected.
- The heating equipment appears to be inoperative at the time of the inspection.

Note: Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration of any option/warranty period.

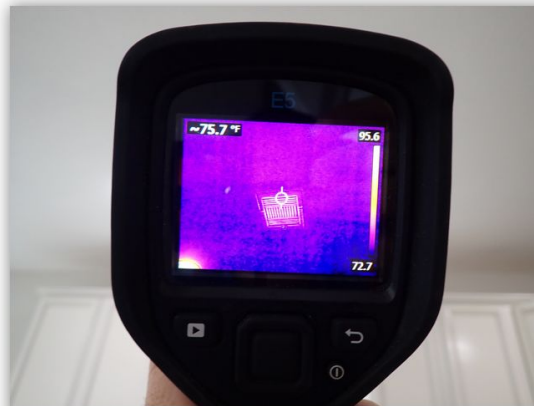
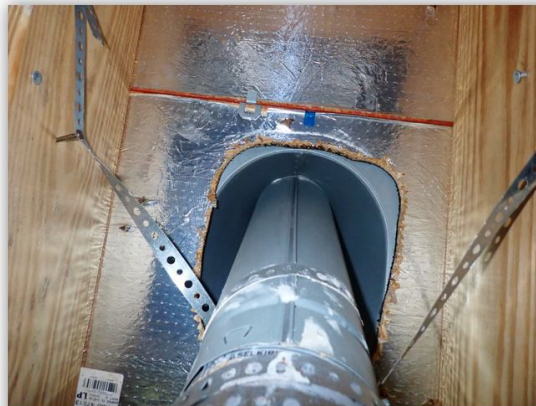
I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

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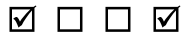
I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D



B. Cooling Equipment

Type of Systems:

Comments:

Central Cooling System (upstairs)

Today's Temperature Differential (Delta-T): 14

Approximate System Age: **2019**

Approximate System SEER: **16**

Approximate System Size: **3 ton**

Brand Name: **Bryant**

Freon Type: **R410A**

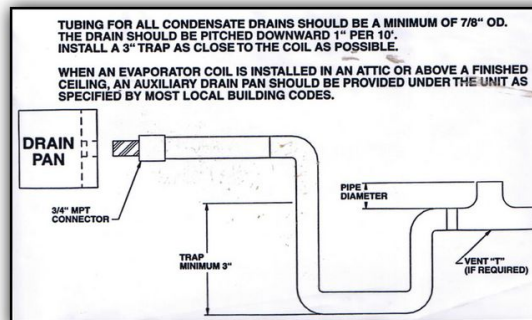
The HVAC system and equipment needs to be checked and serviced by a Qualified / Licensed HVAC Technician. The observations made to support the rendering of this opinion are listed but may not be limited to the following:

- The dirty air filter should be replaced.
- Air leaks were detected at and around the indoor coil housing. The air leaks should be corrected for improved efficiency.
- 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.

Note: The auxiliary/secondary drain pan under the coil housing has some water staining and/or a rust build-up. This would indicate that the pan has held water in the past and should be closely monitored.

Note: Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration of any option/warranty period.

Notice: The AC system condenser/coil components are not from the same manufacture. When this type of installation occurs, it may void the manufacture warranty on one or more of the system components. It is recommended to obtain documentation as to whether the manufacture warranty has been voided due to the mismatched manufacture installation.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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Central Cooling System (downstairs)

Today's Temperature Differential (Delta-T): 0

Approximate System Age: **2014**

Approximate System SEER: **14**

Approximate System Size: **3.5 ton**

Brand Name: **Lennox**

Freon Type: **R410A**

The HVAC system and equipment needs to be checked and serviced by a Qualified / Licensed HVAC Technician. The observations made to support the rendering of this opinion are listed but may not be limited to the following:

- The dirty air filter should be replaced.
- **The temperature drop measured across the evaporator coils of the air conditioning system is lower than considered typical. The unit is not cooling properly and servicing is needed.**
- The cooling system appears to be low on freon. This condition should be further evaluated and corrected by a licensed HVAC technician.
- 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.

Note: The auxiliary/secondary drain pan under the coil housing has some water staining and/or a rust build-up. This would indicate that the pan has held water in the past and should be closely monitored.

Note: When D (**D = Deficient**) is checked, it is recommended that this item be fully investigated by a Qualified / Licensed HVAC Technician, prior to the expiration of any time limitations such as option or warranty periods, to fully evaluate the integrity of the equipment.

Note: Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration of any option/warranty period.

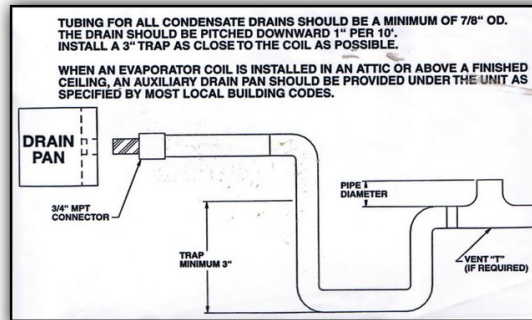
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NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D



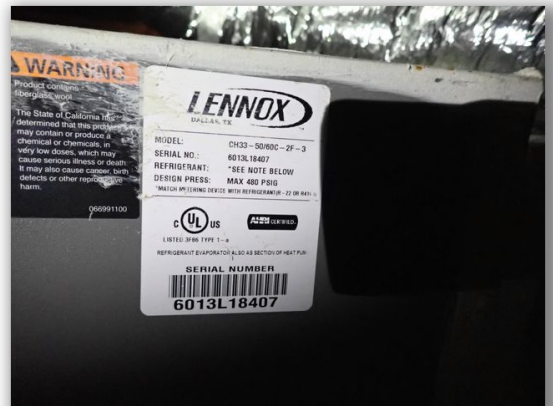
I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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Notice: Temperature differential readings (Delta-T) are an accepted industry standard of practice for testing the proper operation of the cooling system. Our company policy normal acceptable range is considered approximately **between 15 to 20 degrees °F** total difference (Delta-T) measured between the return air and supply air within close proximity of the related coils of the system being evaluated. Conditions such as but not limited to; excessive humidity, high or low outdoor temperatures or restricted airflow may indicate abnormal operation even through the equipment is functioning basically as designed and occasionally may indicate normal operation in spite of an equipment malfunction. ***The inspector will not be able to anticipate future events, conditions or changes in performance of any component or system due to changes in use or occupancy. The inspector makes no guarantee or warranty, express or implied, as to future performance of any item, system or component.***

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

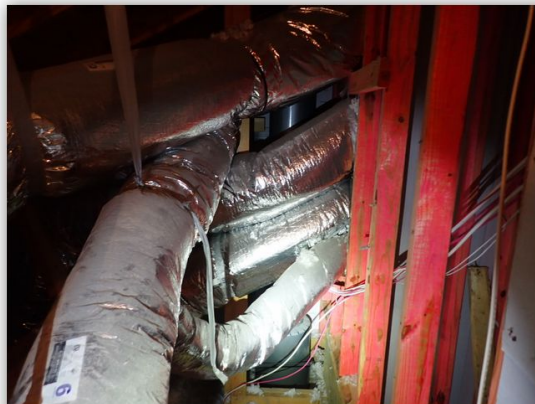
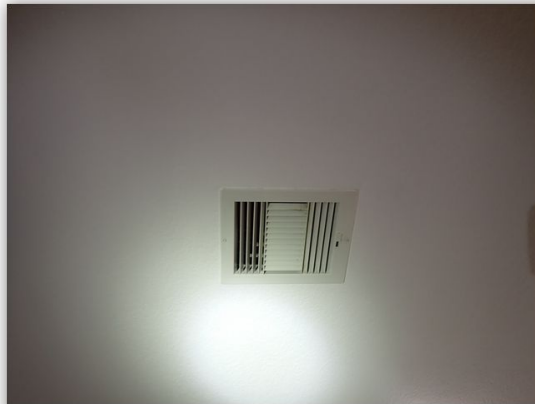
I	NI	NP	D
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C. Duct Systems, Chases, and Vents

Comments:

- The duct work in the attic area does not appear to be properly separated to help prevent condensation from developing. It is recommended to separate the duct work with a minimum intervals of 1.5-inches.
- The air-return chase for the HVAC system is dirty and should be cleaned to help maintain good air quality.
- There is visible dust and/or mildew on the air registers in the kitchen. The cause and remedy should be further evaluated. It is recommended to have the air registers and duct system cleaned for air quality purposes.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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D. Other

Comments:

- The fresh air filter should be replaced every 6 months.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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IV. PLUMBING SYSTEMS

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A. Plumbing Supply, Distribution Systems and Fixtures

Location of water meter: Within 5-feet of Front Curb

Location of main water supply valve: Garage Area

Static water pressure reading: 60 to 70 psi

Type of supply piping material: PVC, PEX

Comments:

Water Supply System

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



Exterior Faucets/Fixtures

- 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.*



Laundry Connections

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

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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Kitchen Sink

- The shelf in the cabinet under the sink is damaged.



Primary Bathroom

Left Lavatory / Sink

- The drain leaks water into the cabinet when drained under pressure with a large volume of water.

Bathtub

- The faucet leaks at the handle when on.
- Cracked, deteriorated and/or missing bathtub enclosure grout and/or caulking should be repaired or replaced as necessary.

Shower

- The faucet assembly is not sealed at the wall. This condition has the potential to allow water to leak back into the wall cavity.
- The shower enclosure is not water tight and leaks to the area adjacent to the shower. This condition should be further evaluated and corrected as necessary.

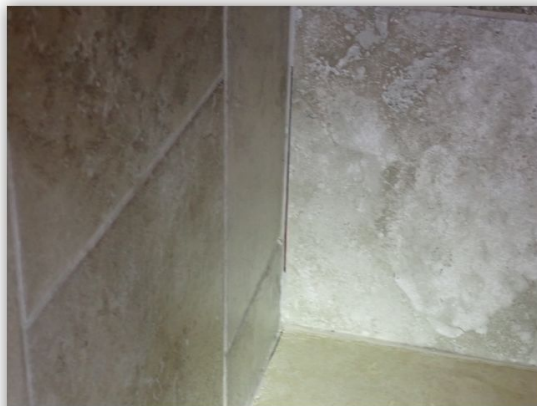
I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

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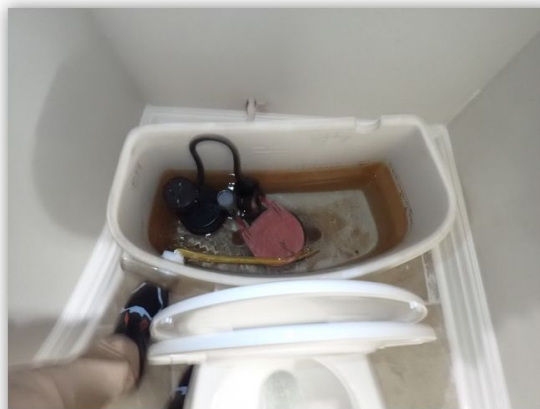
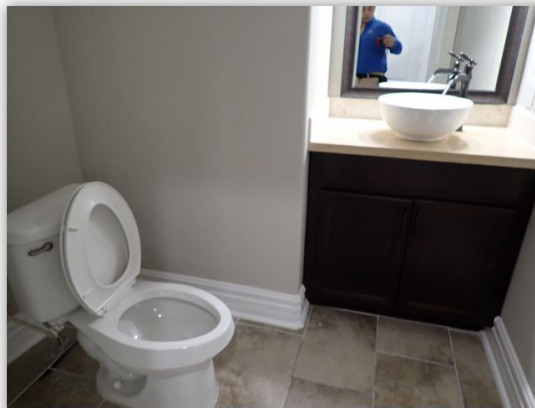
Half Bath

Lavatory / Sink

- The stopper is missing.

Commode / Toilet

- The commode is loose at the floor mount.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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Upstairs Hall Bathroom

Lavatory / Sink

- The stopper is missing.

Bathtub

- The tub spout is not sealed at the wall. This condition has the potential to allow water to leak back into the wall cavity.
- The bathtub has some surface damage.

Commode / Toilet

- The commode flapper does not function properly.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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Pool Bathroom

Shower

- The faucet assembly is not sealed at the wall. This condition has the potential to allow water to leak back into the wall cavity.



Outdoor Sink

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

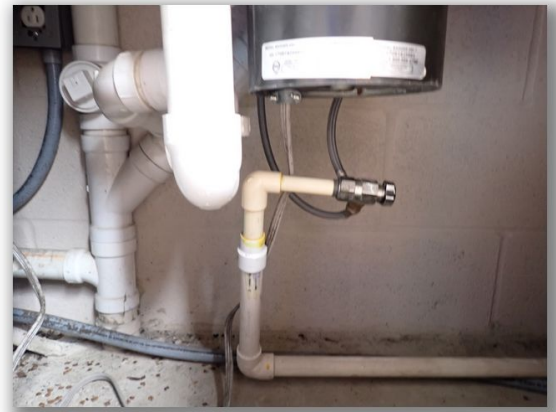
I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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Notice: The Inspector has attempted to discover and report conditions requiring further evaluation or repair. However; determining the condition of any component that is not visible and/or accessible, such as plumbing components that are buried, beneath the foundation, located within construction voids or otherwise concealed, and reporting any deficiency that does not appear or become evident during our limited cursory and visual survey is outside the scope of this inspection. **The inspector will not be able to anticipate future events, conditions or changes in performance of any component or system due to changes in use or occupancy. The inspector makes no guarantee or warranty, express or implied, as to future performance of any item, system or component.**

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B. Drains, Wastes, and Vents

Type of drain piping material: PVC

Comments:

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



Notice: Reporting the condition of drains, wastes and vent piping that is not completely visible and/or accessible or; reporting any defect or deficiency that requires extended use of the system to develop or does not become evident during our limited cursory and visual survey is outside the scope of the inspection. This is a limited cursory and visual survey of the accessible general conditions and

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

circumstances present at the time of this inspection. Opinions are based on general observations made without the use of specialized tools or procedures. Therefore, the opinions expressed are one of apparent conditions and not of absolute fact and are only good for the date and time of this inspection. ***The inspector will not be able to anticipate future events, conditions or changes in performance of any component or system due to changes in use or occupancy. The inspector makes no guarantee or warranty, express or implied, as to future performance of any item, system or component.***

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C. Water Heating Equipment

Energy Sources:

Capacity:

Comments:

Water Heater – Energy Source: **Gas**

Location: **Attic**

Approximate Capacity: **50 Gallons**

Approximate Age: **2018**

Brand Name: **Rheem**

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=Deficient

I	NI	NP	D
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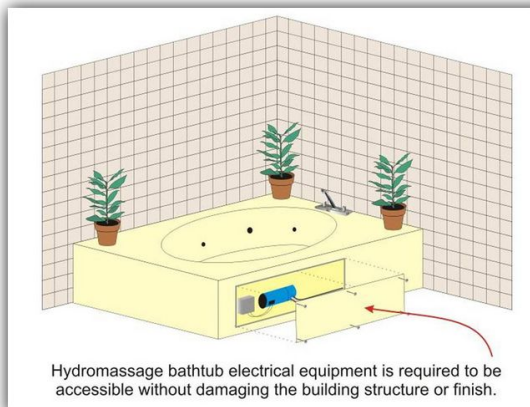
☒ ☐ ☐ ☒

D. Hydro-Massage Therapy Equipment

Comments:

Location of GFCI: In primary closet area.

- The access to the hydro-massage therapy equipment motor is not readily accessible and inspection of the equipment lines and motor could not be performed. This does not meet current installation standards.



Hydromassage bathtub electrical equipment is required to be accessible without damaging the building structure or finish.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

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E. Gas Distribution Systems and Gas Appliances

Location of gas meter: Within 3-feet of west exterior wall.

Type of gas distribution piping material: Black Steel Pipe, Flexible Appliance Connector

Comments:

- The heater gas supply line sediment trap was observed to be improperly installed. This condition does not meet current installation requirements and should be corrected.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

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Notice: The Inspector will use a combustible gas leak detector on accessible gas lines, joints, unions and connectors and report visible deficiencies found at the time and date of the inspection. The inspector inspects the gas lines from the point they enter the structure and will complete the inspection without digging, damaging property, permanent construction or building finish. When performing the inspection, the inspector will keep in consideration the age of the system and normal wear and tear from ordinary use when rendering opinions.

The inspector is not required to and will not inspect sacrificial anode bonding or for its existence. The Inspector is not licensed to and will not perform a pressure test on the gas line system. The Inspector cannot detect gas leaks below the finished grade (underground), construction voids, between the walls or behind fireplace hearths. Propane tanks will not be inspected. If any further concerns exist about possible gas line failure and/or deficiencies or code compliance, we recommend the buyer have the gas system further evaluated by the local controlling gas supplier and/or a qualified licensed master plumber prior to the expiration of any time limitations such as option or warranty periods.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D

V. APPLIANCES

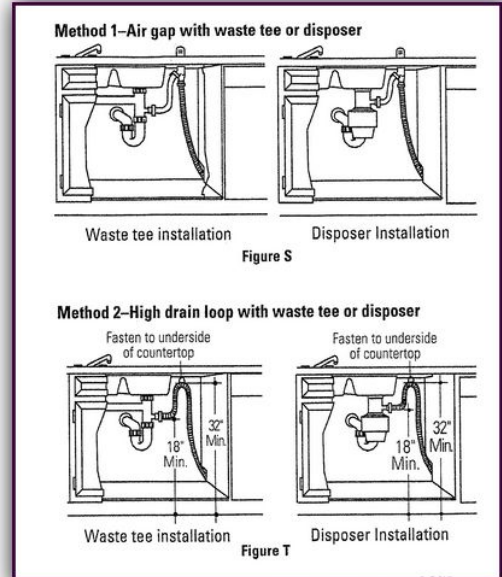
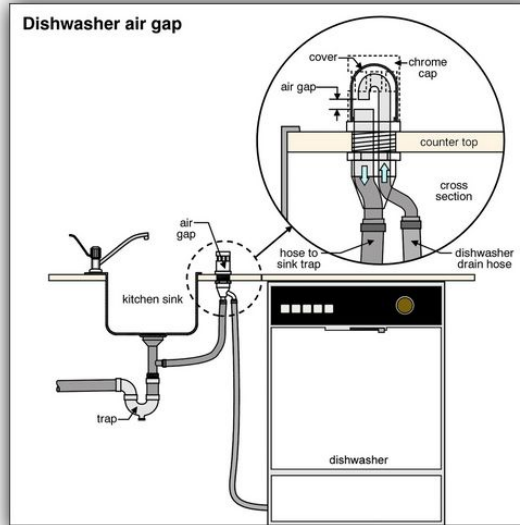
☒ ☐ ☐ ☒

A. Dishwashers

Comments:

Brand Name: General Electric – GE

- 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 Disposers

Comments:

This component appears to be performing adequately at the time of this inspection.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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Food Waste Disposer

- The splashguard for the food waste disposer is damaged and/or missing.



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C. Range Hood and Exhaust Systems

Comments:

- The range exhaust vent filter is missing.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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D. Ranges, Cooktops, and Ovens

Comments:

Cooktop Brand Name: Frigidaire

This component appears to be performing adequately at the time of this inspection.



Built-in Oven Brand Name: General Electric – GE

This component appears to be performing adequately at the time of this inspection.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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☒ ☐ ☐ ☐

E. Microwave Ovens

Comments:

Brand Name: General Electric – GE

This component appears to be performing adequately at the time of this inspection.



☒ ☐ ☐ ☒

F. Mechanical Exhaust Vents and Bathroom Heaters

Comments:

- The mechanical exhaust vent fan appears to be inoperative in the upstairs hall bathroom.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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G. Garage Door Operators

Comments:

- When an automatic garage door opener is in use, the manual lock should be disabled or removed.
- The garage door opener chain is loose and needs to be better secured and/or adjusted.
- The garage door opener was unusually noisy when operated. The cause and remedy should be further evaluated and corrected as necessary.
- The overhead garage door does not roll smoothly on the track. It is recommended to tune up the components, such as: rollers, tracks, and hinges to prevent the door failure.



☒ ☐ ☐ ☐

H. Dryer Exhaust Systems

Comments:

This component appears to be performing adequately at the time of this inspection.

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

I	NI	NP	D
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I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

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VI. OPTIONAL SYSTEMS

☒ ☐ ☐ ☒

A. Landscape Irrigation (Sprinkler) Systems

Comments:

When the system is operational, all of the sprinkler system associated components are inspected and operated in the manual settings only.

Note: Some municipalities now require moisture (rain/freeze) sensors to be installed on all new installation and existing sprinkler systems. Our company does not maintain a list of municipalities that require the installation of a moisture sensor. Please check with your municipality for moisture sensor requirements. Sprinkler system equipped with a moisture (rain/freeze) sensor ☒ Yes or ☐ No.

Total Number of Zones Wired: 3

Sprinkler System and Associated Components

The sprinkler system and associated components should be further evaluated and/or serviced by a Licensed Irrigation Technician. The observations made to support the rendering of this opinion are listed but not limited to the following:

- The exterior moisture (rain/freeze) sensor device does not appear to be properly installed and should be corrected for proper sensor operation.
- One or more of the sprinkler heads need to be adjusted so not to spray water onto the exterior walls, surfaces or windows in stations; **2**.
- One or more of the sprinkler heads need to be adjusted and/or straightened so to disperse water properly in station(s); **2**.
- One or more of the sprinkler heads were observed to be damaged and/or missing in station(s); **2, 3**.
- Sprinkler station(s) **1** did not respond when tested in the manual setting. The cause and remedy should be further evaluated and corrected as necessary.

Note: Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration of any option/warranty period.



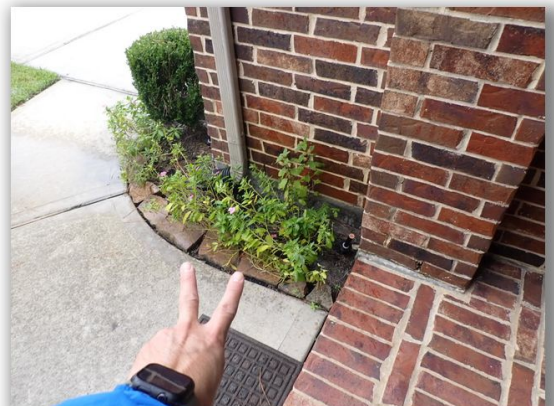
I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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☒ ☐ ☐ ☒

B. Swimming Pools, Spas, Hot Tubs, and Equipment

Type of Construction:

Comments:

Notice: When the system is operational, all of the pool or spa systems and associated components are inspected and operated in the manual / service settings only. Operating the pool components from indoor control panels or handheld remotes are outside the scope of this inspection.

You are strongly encouraged to consult with the current homeowner for knowledge on regularly scheduled maintenance and valve operations.

Type of Construction: *In Ground*

Type of Filter: **Cartridge** / Filter Gauge Pressure Reading: **30 to 35 psi**

Swimming Pool, Spa and Equipment

Some of the pool and/or spa components appear to have deficiencies that are beyond normal. The buyer should have this condition further evaluated by a pool technician familiar with pool structures and associated pool components for remedial cost estimates. The observations made to support the rendering of this opinion are listed but may not be limited to the following:

- It is recommended to paint all exposed PVC pipes to prevent UV break down.
- The filter gauge has a high pressure reading. Filter pressure should be maintained between 5 to 20 psi.
- The water level in the pool was low at the time of this inspection. This condition needs to be further evaluated and corrected as necessary.
- Some cracking of the deck was observed.
- The sweeper does not appear to be performing properly at this time.

Barriers

- All pedestrian access gates should open outward away from the pool and should be self-closing and have a self-latching device. Where the release mechanism is located less than 54 inches from the bottom of the gate. A second release mechanism should be located on the pool side of the gate at least 3 inches below the top of the gate.
- The pool barrier does not meet the 42 inch Height (ASTM) requirements.
- Under current standards, all of the home's entry doors that give access to the pool area should be equipped with an audible alarm that can be heard throughout the house, sound continuously for 30-seconds, and be mounted at least 54-inches from the doors threshold. A self-closing and self-latching door device can be used in lieu of the audible alarm system as long as the protection is not less than the audible alarm.

I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

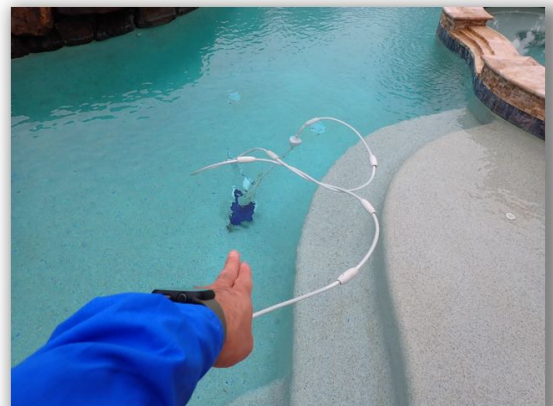
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Heater

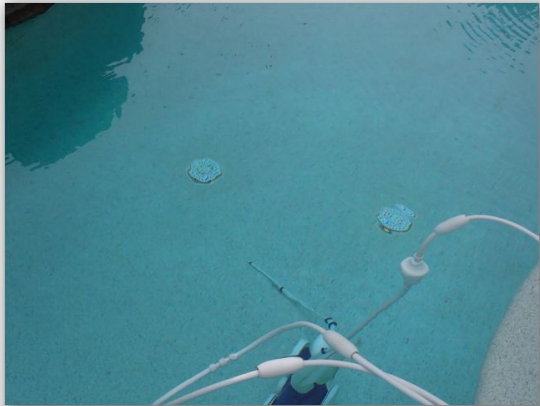
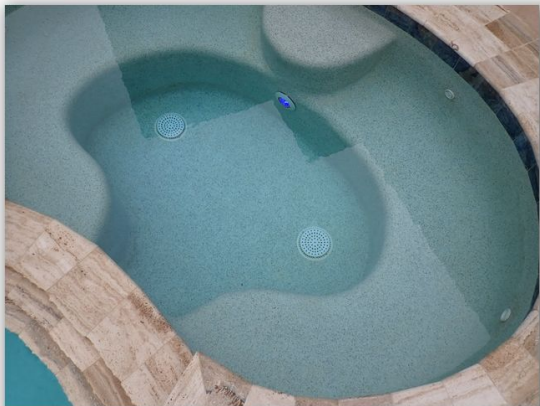
The equipment and related components appear to be performing adequately at the time of this inspection.

Note: It is recommended when the heater is in place to turn it on once a week to increase the heater life.

Note: Due to the limited nature of a general home inspection, it is possible that additional deficiencies will be discovered by a licensed technician. It is recommended to have the system serviced prior to the expiration of any option/warranty period.



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



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I NI NP D



Notice: Based on what we were able to observe and our experience with swimming pool, spa and hot tub technology, we submit this inspection report based on the present condition, working under current use and habits of the current occupants of the residence. When performing the inspection, the inspector will keep in consideration the age of the system and normal wear and tear from ordinary use when rendering opinions. All of the pool or spa systems and associated components are inspected and operated in the manual / service settings only. Operating the pool components from indoor control panels or handheld remotes are outside the scope of this inspection.

For further assistance and inspections, we recommend contacting a licensed pool contractor or ask the seller if you may discuss the pool or spa with the maintenance company that the seller has used to clean and service the pool or spa.

The Inspector shall inspect and report deficiencies in the condition of all associated above ground and accessible components. This inspection does not include evaluations of freeze guard controls and/or devices or pool, spa or hot tub bodies / shells below the water line and does not insure, guarantee or warrant against structure or sub-surfaces water leaks, either expressed or implied.

The inspector will not be able to anticipate future events, conditions or changes in performance of any component or system due to changes in use or occupancy. The inspector makes no guarantee or warranty, express or implied, as to future performance of any item, system or component.

Specific limitations for swimming pools, spas, hot tubs, and equipment.

The inspector is not required to and will not:

- disassemble filters or dismantle or otherwise open any components or lines;
- operate valves;
- uncover or excavate any lines or concealed components of the system;
- fill the pool, spa, or hot tub with water;
- inspect any system that has been winterized, shut down, or otherwise secured;
- determine the presence of sub-surface water tables;
- determine the effectiveness of entrapment covers;
- determine the presence of pool shell or sub-surface leaks; or
- inspect ancillary equipment such as computer controls, covers, chlorinators or other chemical dispensers, or water ionization devices or conditioners other than required by this section.

☒ ☐ ☐ ☒

C. Outdoor Cooking Equipment

Comments:

- The ignition device does not appear to be functioning properly at the time of this inspection.

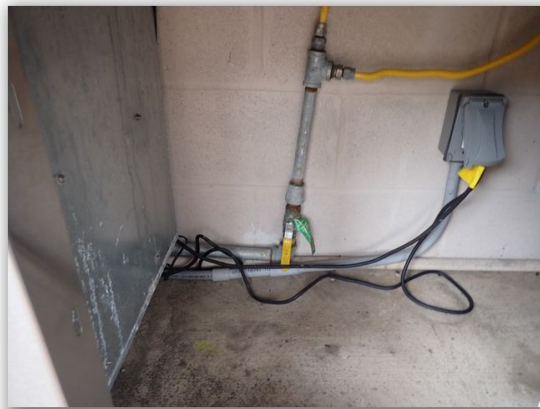
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NP=Not Present

D=Deficient

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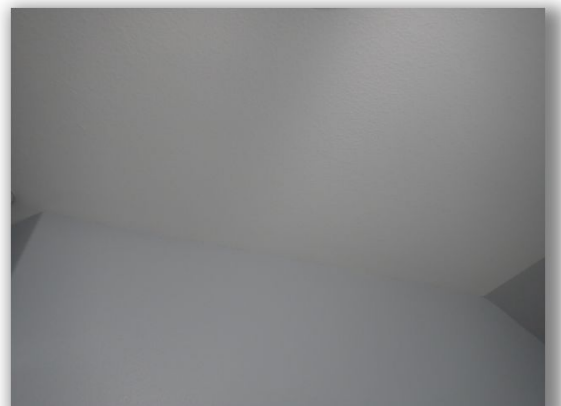


☒ ☐ ☐ ☒

D. Thermal Imaging / Infrared

Comments:

- Missing insulation was observed at the ceiling in the upstairs rear corner bedroom.



I=Inspected

NI=Not Inspected

NP=Not Present

D=Deficient

I	NI	NP	D
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INSPECTION AGREEMENT
PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING

This Inspection Agreement (herein after known as the Agreement) is entered into on this day, 01/10/2022, between Sample Report (herein known as the Client) and A-Action (herein known as the Inspector) for the purpose of performing a general property condition inspection concerning 12345 Sample Report (herein known as the property).

I. SCOPE OF SERVICES

- A. A real estate inspection is a non-technically exhaustive, limited visual survey and basic performance evaluation of the systems and components of a building using normal controls and does not require the use of specialized equipment or procedures. The purpose of the inspection is to provide the Client with information regarding the general condition of the Property at the time of inspection.
- B. In exchange for the inspection fee (\$636.00) paid by the 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.
- C. The inspection is limited to those items which are easily accessible, seen, viewed or capable of being approached, entered and/or operated by the Inspector at the time of the inspection as set out in the Inspection Report. The Inspector will not climb over obstacles, move furnishings or large, heavy, or fragile objects, remove walls, floors, wall coverings, floor coverings and other obstructions in order to inspect concealed items. The inspector will not turn on decommissioned equipment, systems, utility services. Systems, components and conditions which are not specifically addressed in the Inspection Report are excluded.
- D. The Inspection Report may indicate one of the following opinions of the Inspector regarding a particular item:
 - 1. The item is performing its intended function, achieving an operation, function or configuration relative to accepted industry standard practices with consideration of age and normal wear and tear from ordinary use at the time of the inspection;
 - 2. The item is in need of replacement, maintenance 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.**
- B. **Unless specifically stated, the report WILL NOT INCLUDE and should not be read to indicate OPINIONS AS TO:**
 - 1. the presence, absence, or risk of environmental conditions such as asbestos, lead-based paint, **MOLD**, mildew, corrosive or contaminated drywall "Chinese Drywall" or any other environmental hazard, environmental pathogen, carcinogen, toxin, mycotoxin, pollutant, fungal presence or activity, poison, presence of toxic or hazardous waste or substances;
 - 2. presence or absence of pests, termites, or other wood-destroying insects or organisms;
 - 3. **COMPLIANCE WITH compliance with any ordinances, statutes or restrictions, CODE, listing, testing or protocol authority, utility sources, property association guidelines or requirements, manufacturer or regulatory requirements;**
 - 4. insurability, efficiency warrantability, suitability, adequacy, compatibility, capacity, durability, quality reliability, marketability, operating costs, recalls, counterfeit products, product lawsuits, age, energy efficiency; or
 - 5. anticipate future life or future events or changes in performance of any item inspected.
- C. The Inspection Report is not a substitute for disclosures by sellers and real estate agents. Said disclosure statements should be carefully investigated for any material facts that may influence or effect the desirability and/or market value of the Property.
- D. 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. Any such follow-up should take place prior to the expiration of any time limitations such as option or warranty periods.

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. \$636.00

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 reinspection 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 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 buyers Real Estate Agent.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS CONTRACT AND THAT THE INSPECTOR DID NOT COERCE, PRESSURE OR RUSH ME TO EXECUTE THIS CONTRACT WITHOUT OPPORTUNITY TO FULLY REVIEW THE CONTRACT AND IF NECESSARY HAVE THE CONTRACT REVIEWED BY AN ATTORNEY; THAT INSPECTOR AGREED TO RESCHEDULE THE INSPECTION IN THE EVENT I REQUIRED ADDITIONAL TIME TO REVIEW THE CONTRACT; 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.

Client Signature: _____

Date: 01/10/2022

Inspector: James Lee

TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

Rule §7.176 Requires this department prescribed form to be used for real estate transactions in Texas regarding the visible presence or absence of wood destroying insects and conditions conducive to infestations of wood destroying insects.

12345 Sample Report

Inspected Address

Humble

City

77346

Zip Code

SCOPE OF INSPECTION / AGREEMENT

- A. This inspection covers only the multi-family structure, primary dwelling or place of business. Sheds, detached garages, lean-tos, fences, guest houses or any other structure will not be included in this inspection report unless specifically noted in Section 5 of this report.
- B. This inspection is limited to those parts of the structure(s) that are visible and accessible at the time of the inspection. Examples of inaccessible areas include but are not limited to (1) areas concealed by wall coverings, furniture, equipment and stored articles and (2) any portion of the structure in which inspection would necessitate removing or defacing any part of the structure(s) (including the surface appearance of the structure). **Inspection does not cover any condition or damage which was not visible in or on the structure(s) at time of inspection but which may be revealed in the course of repair or replacement work.**
- C. Due to the characteristics and behavior of various wood destroying insects, it may not always be possible to determine the presence of infestation without defacing or removing parts of the structure being inspected. Previous damage to trim, wall surface, etc., is frequently repaired prior to the inspection with putty, spackling, tape or other decorative devices. Damage that has been concealed or repaired may not be visible except by defacing the surface appearance. **The WDI inspecting company cannot guarantee or determine that work performed by a previous pest control company, as indicated by visual evidence of previous treatment, has rendered the pest(s) inactive.**
- D. If visible evidence of active or previous infestation of listed wood destroying insects is reported, it should be assumed that some degree of damage is present.
- E. If visible evidence is reported, it does not imply that damage should be repaired or replaced. Inspectors of the inspection company usually are not engineers or builders qualified to give an opinion regarding the degree of structural damage. Evaluation of damage and any corrective action should be performed by a qualified expert.
- F. **THIS IS NOT A STRUCTURAL DAMAGE REPORT OR A WARRANTY AS TO THE ABSENCE OF WOOD DESTROYING INSECTS.**
- G. If termite treatment (including pesticides, baits or other methods) has been recommended, the treating company must provide a diagram of the structure(s) inspected and proposed for treatment, label of pesticides to be used and complete details of warranty (if any). At a minimum, the warranty must specify which areas of the structure(s) are covered by warranty, renewal options and approval by a certified applicator in the termite category. Information regarding treatment and any warranties should be provided by the party contracting for such services to any prospective buyers of the property. The inspecting company has no duty to provide such information to any person other than the contracting party.
- H. There are a variety of termite control options offered by pest control companies. These options will vary in cost, efficacy, areas treated, warranties, treatment techniques and renewal options.
- I. There are some specific guidelines as to when it is appropriate for corrective treatment to be recommended. Corrective treatment may only be recommended if (1) there is visible evidence of an active infestation in or on the structure, (2) there is visible evidence of a previous infestation with no evidence of a prior treatment.
- J. If treatment is recommended based solely on the presence of conducive conditions, a preventive treatment or correction of conducive conditions may be recommended. The buyer and seller should be aware that there may be a variety of different strategies to correct the conducive condition(s). These corrective measures can vary greatly in cost and effectiveness and may or may not require the services of a licensed pest control operator. There may be instances where the inspector will recommend correction of the conducive conditions by either mechanical alteration or cultural changes. Mechanical alteration may be in some instances the most economical method to correct conducive conditions. If this inspection report recommends any type of treatment and you have any questions about this, you may contact the inspector involved, another licensed pest control operator for a second opinion, and/or the Structural Pest Control Service of the Texas Department of Agriculture.

TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

12345 Sample Report

Inspected Address

Humble

City

77346

Zip Code

Sharpeye Pest Control Additional Statements Included in the Scope of Inspection / Agreement that are not Promulgated by the Structural Pest Control Service

- A. This inspection is only good for the date and time of the inspection. Sharpeye Pest Control, its Inspectors, employees and agents will not guarantee or warrant the absence of any wood destroying insect. Due to the characteristics and behavior of various wood destroying insects, the insects may not be visible or detectable on the date and time of the inspection. Even with the best inspection, termites can remain hidden and unnoticed for a long period of time. Swarming of wood destroying insects can occur in a short amount of time and may by the first signs of the presence of wood destroying insects that were not detectable at the time of the original inspection. If swarming occurs after the date and time of the original inspection and active wood destroying insects were not detectable at the time of the original inspection. Sharpeye Pest Control, its Inspectors, employees and agents cannot be liable for the non-detectable infestation and will not assume any liability for corrective actions needed and will not assume liability for non-detectable wood damage.
- B. Sharpeye Pest Control Standard Operational Inspection Procedures: The Inspector will perform a visual inspection of the visible and accessible foundation perimeter beam (slab-on-grade foundation), visual inspection of the visible and accessible exterior perimeter beam and accessible interior perimeter beam and piers (pier-&-beam foundation), probe visible and accessible exterior wood for active or signs of previous activity of a wood destroying insects, visual inspection of the structures accessible interior walls, ceiling, baseboards and cabinetry and visual inspection of the accessible areas of the attic.
- The inspector will not deface the structure, cut holes, remove panels, pull back carpet, lift floor treatments, cut holes in the floors, wall or ceilings, move boxes, furniture, personal items or effects. The inspector will then complete this WDIR using the SPCS required standards for completing this form. These standards can be provided to you upon request.
- C. Additional Information from Acme Pest Control. **AREAS OF POTENTIAL NON-VISIBLE WOOD DESTROYING INSECT ACTIVITY AREAS ARE LISTED BUT NOT LIMITED TO THE FOLLOWING:** In the wall voids at the bathroom bathtraps and shower stalls/enclosures, plumbing penetrations within the construction wall voids, below high soil lines, behind heavy foliage, non-visible slab joints, non-visible slab cracks, under and/or behind decks and/or raised patios, behind cosmetic repairs of the foundation beam, within sill plates and between sub-floors and any other area that the Inspector marks as inaccessible in section 6B of this report. Sharpeye Pest Control and its Inspectors, employees and agents will not assume any liability for active infestation of a wood destroying insect that is not visible and/or accessible to the Inspector at the time of the original inspection.
- D. The Inspector will do his/her best to access and to inspect all accessible and visible areas and/or components of the structure. This inspection is only good for the date and time of this inspection and Sharpeye Pest Control, its Inspectors, employees and agents will not assume any liability for non-accessible areas and non-visible wood destroying insects. If for any reason you are unhappy with the performance of the Inspector, his/her findings or unwilling to accept the scope of this inspection. Sharpeye Pest Control will be more than happy to refund to you the cost of this inspection within ten business day's from the date of the original inspection. The refund is contingent on you surrendering all copies of this inspection report back to Sharpeye Pest Control and you releasing Sharpeye Pest Control, its employee and its agents from all future liabilities to the inspected property. This refund cannot be made if the report has already been used to close on a real estate transaction.

TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

12345 Sample Report Humble 77346
 Inspected Address City Zip Code

1A. SHARPEYE PEST CONTROL 1B. 0773025
 Name of Inspection Company SPCS Business License Number

1C. 1305 Edwinstowe Ln Houston Texas 77043 713-730-3151
 Address of Inspection Company City State Zip Telephone No.

1D. James Lee 1E. Certified Applicator ☐ (check one)
 Name of Inspector (Please Print) Technician ☒

1F. Wednesday, December 8, 2021
 Inspection Date

2. Sample Report Seller ☐ Agent ☐ Buyer ☒ Management Co. ☐ Other ☐
 Name of Person Purchasing Inspection

3. N/A
 Owner/Seller

4. REPORT FORWARDED TO: Title Company or Mortgagee ☐ Purchaser of Service ☐ Seller ☐ Agent ☒ Buyer ☒
 (Under the Structural Pest Control regulations only the purchaser of the service is required to receive a copy)

The structure(s) listed below were inspected in accordance with the official inspection procedures adopted by the Texas Structural Pest Control Service. This report is made subject to the conditions listed under the Scope of Inspection. A diagram must be attached including all structures inspected.

5. List structure(s) inspected that may include residence, detached garages and other structures on the property. (Refer to Part A, Scope of Inspection):
☒ Main House (Excluding all Detached Structures, Sheds, Shrubs, Trees, Barns, Fences and Decks)
☐ Main House & Detached Garage (Excluding all other Detached Structures, Sheds, Shrubs, Trees Barns, Fences and Decks)
☐ Other Inspected Structures: N/A

5B. Type of Construction:
 Foundation: Slab ☒ Pier and Beam ☐ Pier Type: N/A Basement ☐ Other ☐: N/A
 Siding: Wood ☐ Hardie Plank ☒ Brick ☒ Stone ☒ Stucco ☐ Other ☐: N/A
 Roof: Composition ☒ Wood Shingle ☐ Metal ☐ Tile ☐ Other ☐: N/A

6A. This company has treated or is treating the structure for the following wood destroying insects: NO TREATMENT PERFORMED AT THIS TIME.
 If treating for subterranean termites, the treatment was: Partial ☐ Spot ☐ Bait ☐ Other ☐ N/A ☒
 If treating for drywood termites or related insets, the treatment was: Full ☐ Limited ☐ N/A ☒

6B. N/A N/A N/A
 Date of Treatment by Inspecting Company Common Name of Insect Name of Pesticide, Bait or Other Method
 This company has a contract or warranty in effect for control of the following wood destroying insects:
 Yes ☐ No ☒ List Insects: SHARPEYE PEST CONTROL CARRIES NO WARRANTY ON THIS PROPERTY EXPRESSED OR IMPLIED.

If "Yes", copy(ies) of warranty and treatment diagram must be attached.

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in the purchase of sale of this property. I do further state that neither I nor the company for which I am acting is associate in any way with any party to this real estate transaction.

Signatures:

7A. James Lee #0806135
 Inspector (Technician or Certified Applicator Name and License Number)

Others Present:

7B. N/A
 Apprentices, Technicians, or Certified Applicators (Names) and Registration/License Number(s)

Notice of Inspection Was Posted At or Near:

8A. Electric Breaker Box ☐ 8B. Date Posted: 12/08/2021
 Water Heater Closet ☐
 Beneath the Kitchen Sink ☒

TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

12345 Sample Report

Inspected Address

Humble

City

77346

Zip Code

9A. Were any areas of the property obstructed or inaccessible? Yes ☒ No ☐
(Refer to Part B & C, Scope of Inspection) If "Yes" specify in 9B.

9B. The obstructed or inaccessible areas include but are not limited to the following:

Attic ☐	Plumbing Areas ☒	Planter box abutting structure ☐	Slab Joints ☒
Attic Partially Accessible ☒	Bath-trap(s) ☒	Below or Behind High Soil Grade ☐	Cracks in Slab ☒
Insulated areas of attic ☒	Construction Voids ☒	Wood Pile in Contact with Structure ☐	Crawl Space ☐
Inside Eaves ☒	Recent Renovation(s) ☐	Behind Personal Effects / Furniture ☒	Sub Floors ☐
Deck ☐	Blocked/Stored Areas ☒	Debris Piled Next to Structure ☐	Weepholes ☐
Behind Storage in Garage ☐	Under Floor Covering ☒	Crawl Space Partially Accessible ☐	Heavy Foliage ☐
Raised Concrete, Brick and/or Stone at Patio/Porch(s) ☐		Behind Bathroom Tile Enclosures ☒	
Behind Foundation Beam Cosmetic Repair ☒		Behind Cabinetry ☒	
Behind Wood Paneling (Wall Covering) ☐		Foundation Corner Pops ☐	
Foundation Plumbing Penetrations ☒			
Other ☐	Specify: _____		

10A. Conditions conducive to wood destroying insect infestation? Yes ☒ No ☐
(Refer to Part J, Scope of Inspection) If "Yes" specify in 10B.

10B. Conducive Conditions include but are not limited to:

Wood to Ground Contact (G) ☐	Standing Water in Crawl Space (SW) ☐	Wood Pile in Contact with Structure or within Dripline (Q) ☐
Formboards left in place (I) ☐	Planter box abutting structure (O) ☐	Wooden Fence in Contact with the Structure (R) ☐
Excessive Moisture (J) ☐	Debris under or around structure (K) ☐	Footing soil line too high (L) ☐
Footing soil line too low (L) ☐	Insufficient ventilation (T) ☐	Tree Branches in Contact with Roof Structure (TB) ☐
Heavy Foliage (N) ☐	Wood Rot (M) ☐	Flowerbed Wood Formers within Dripline (F) ☐
Other (C) ☒	Specify Other: _____	

Other: Wood Fence within Drip Line (Conducive by Design) (WF) ☒
 Other: Wood Deck in Contact with Structure (Conducive by Design) (WD) ☐
 Other: Planter Box abutting Structure (Conducive by Design) (OD) ☐
 Other: Wood in concrete expansion joints. (Conducive by Design) ☒
 Other: Plumbing penetrations (Conducive by Design) ☒

11. Inspection Reveals Visible Evidence in or on the structure:

	Active Infestation		Previous Infestation Previous Treatment			
	Yes ☐	No ☒	Yes ☐	No ☒	Yes ☐	No ☒
11A. Subterranean Termites	Yes ☐	No ☒	Yes ☐	No ☒	Yes ☐	No ☒
11B. Drywood Termites	Yes ☐	No ☒	Yes ☐	No ☒	Yes ☐	No ☒
11C. Formosan Termites	Yes ☐	No ☒	Yes ☐	No ☒	Yes ☐	No ☒
11D. Carpenter Ants	Yes ☐	No ☒	Yes ☐	No ☒	Yes ☐	No ☒
11E. Other Wood Destroying Insects	Yes ☐	No ☒	Yes ☐	No ☒	Yes ☐	No ☒

Specify: _____

11F. Explanation of signs of previous treatment (including pesticides, baits, existing treatment stickers or other methods) identified:

N/A

11G. Visible evidence of: N/A has been observed in the following areas: N/A

If there is visible evidence of active or previous infestation, it must be noted. The type of insect(s) must be listed on the first blank and all identified infested areas of the property inspected must be noted in the second blank. (Refer to Part D, E & F, Scope of Inspection)

12A. Corrective treatment recommended for active infestation or evidence of previous infestation with no prior treatment

as identified in Section 11. (Refer to Part G, H and I, Scope of Inspection) Yes ☐ No ☒

12B. A preventive treatment and/or correction of conducive conditions as identified in 10A & 10B is recommended as follows: Yes ☐ No ☒

Specify reason: N/A

Refer to Scope of Inspection Part J

TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

12345 Sample Report

Inspected Address

Humble

City

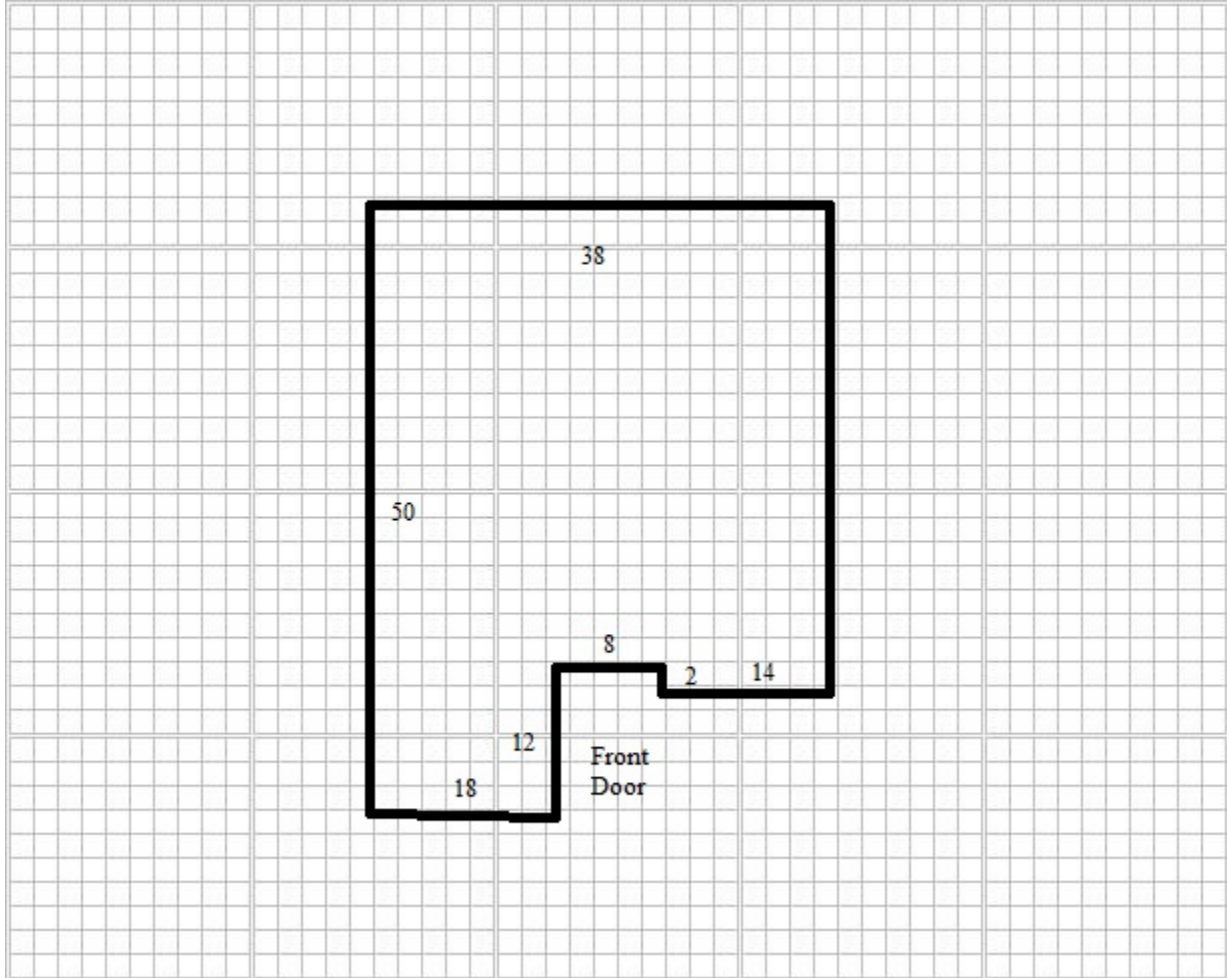
77346

Zip Code

Diagram of Structure(s) Inspected

The inspector must draw a diagram including approximate perimeter measurements and indicate active or previous infestation and type of insect by using the following codes: E-Evidence of infestation; A-Active; P-Previous; D-Drywood Termites; S-Subterranean Termites; F-Formosan Termites; C-Conducive Conditions; B-Wood Boring Beetles; H-Carpenter Ants;

Other(s) - Specify _____



Additional Comments There is no visible evidence of active wood destroying insects found at the time of this inspection.

Notice to Client: There is always a possibility of the presence of undetectable activity of wood destroying insects. **THIS IS NOT A STRUCTURAL DAMAGE REPORT OR A WARRANTY AS TO THE ABSENCE OF WOOD DESTROYING INSECTS.** If visible evidence of active or previous infestation of listed wood destroying insects is reported, it should be assumed that some degree of damage is present, whether visible or non-visible.

Statement of Purchaser

I have received the original or a legible copy of this form. I have read and understand any recommendations made. I have also read and understand the "Scope of Inspection." I understand that my inspector may provide additional information as an addendum to this report.

If additional information is attached, list number of pages: Photo Page & Termite Inspection Agreement

Signature of Purchaser of Property or their Designee _____

Date _____

☐ Customer or Designee not Present

Buyers Initials _____

TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

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The digital pictures within this report are a representative sample of active/previous wood destroying insects, locations of active/previous infestations, inaccessible areas, conducive conditions, deficiencies or damages in place and should not be considered to show all. There will be active/previous wood destroying insects, locations of active/previous infestations, inaccessible areas, conducive conditions, deficiencies or damages not represented with digital imaging.



TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

12345 Sample Report

Inspected Address

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A-Action Home Inspection Group
(713) 730-3151 www.a-actionhouston.com

W.D.I.R. Provided By: Sharpeye Pest Control Lic.#0773025
Inspection Date: 12/8/21
Technician: James Lee - 0806135

Active Infestation: ☒ No ☐ Yes Type: _____
Corrective Actions: ☐ No ☒ Yes Type: went to ground, 5 in boards

No Treatment Performed at the Time of This Inspection
Go Not Punyee Structural Pest Control Board Regulation Sec. 599

TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

12345 Sample Report

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Humble

City

77346

Zip Code

WOOD-DESTROYING INSECT INSPECTION AGREEMENT

This is a Wood-Destroying Insect Inspection Agreement ("Agreement") between Sharpeye Pest Control ("INSPECTION COMPANY") and the undersigned client **Sample Report** ("CLIENT"), collectively referred to herein as the "PARTIES." CLIENT agrees to employ the INSPECTION COMPANY to perform a wood-destroying insect inspection as set forth below.

1. **Property Address.** The address of the property to be inspected is: **12345 Sample Report Humble, TX 77346** ("Property").
2. **Fee.** The fee for the inspection service has been included in the cost of the home inspection to be performed by A-Action Realty Inspection Services, LLC. By signing this Agreement, Client acknowledges that A-Action Realty Inspection Services, LLC and Acme Pest Control are separate and distinct entities.
3. **Purpose.** The purpose of the inspection is to attempt to detect the presence of wood-destroying insects by performing a visual inspection of the Property without removing or defacing any part of the structure.
4. **Scope of Inspection.**
 - A. The inspection covers only the multi-family structure, primary dwelling or place of business. Sheds, detached garages, lean-tos, fences, guest houses or any other structure will not be included in this inspection.
 - B. The inspection is limited to those parts of the structure that are visible and accessible at the time of the inspection. Examples of inaccessible areas include, but are not limited to, the following: (1) areas concealed by wall coverings, furniture, equipment and stored articles and (2) any portion of the structure in which inspection would necessitate removing or defacing any part of the structure(s) (including the surface appearance of the structure). The inspection does not cover any condition or damage which was not visible in or on the structure(s) at time of inspection but which may be revealed in the course of repair or replacement work.
 - C. Client understands and agrees that due to the characteristics and behavior of various wood destroying insects, the inspection may not detect the presence of infestation because the Inspection Company is unable to deface or remove parts of the structure being inspected. Client understands that often, previous damage to trim, wall surface, etc., is frequently concealed with putty, spackling, or other decorative material. Therefore, wood-destroying insects are often not discoverable until sheetrock or other coverings are removed.
 - D. If visible evidence of active or previous infestation of wood destroying insects is reported, it should be assumed that some degree of damage is present.
 - E. If visible evidence is reported, it does not imply that damage should be repaired or replaced. Inspectors of the inspection company usually are not engineers or builders qualified to give an opinion regarding the degree of structural damage. Evaluation of damage and any corrective action should be performed by a qualified expert.
 - F. **THE INSPECTION IS NOT A STRUCTURAL DAMAGE INSPECTION OR A WARRANTY AS TO THE ABSENCE OF WOOD DESTROYING INSECTS.**
5. **Report.** The CLIENT will be provided with a written report of the INSPECTION COMPANY's visual observations and opinions. The Inspection Report provided by the Inspector will contain the Inspector's professional, good-faith opinions. 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.
6. **Exclusivity.** The report is intended for the sole, confidential and exclusive use and benefit of the CLIENT and the INSPECTION COMPANY has no obligation or duty to any other party. INSPECTION COMPANY accepts no responsibility for use by third parties. There are no third party beneficiaries to this Agreement. This Agreement is not transferable or assignable.

7. **LIMITATION OF LIABILITY.**

IT IS UNDERSTOOD THE INSPECTION COMPANY IS NOT AN INSURER AND THAT THE INSPECTION AND REPORT SHALL NOT BE CONSTRUED AS A GUARANTEE OR WARRANTY OF ANY KIND. BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT THE INSPECTION FEE PAID TO THE INSPECTION COMPANY IS NOMINAL GIVEN THE RISK OF LIABILITY ASSOCIATED WITH PERFORMING WOOD-DESTROYING-INSECT INSPECTIONS IF LIABILITY COULD NOT BE LIMITED. CLIENT ACKNOWLEDGES THAT WITHOUT THE ABILITY TO LIMIT LIABILITY, THE INSPECTION COMPANY 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 (\$636.00) PAID BY THE CLIENT OR \$500.00, WHICHEVER IS GREATER. THE CLIENT AGREES TO HOLD THE INSPECTION COMPANY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DEMANDS, CLAIMS, AND EXPENSES INCIDENT THERETO FOR INJURIES TO PERSONS AND FOR LOSS OF, DAMAGE TO, DESTRUCTION OF PROPERTY, COST OF REPAIRING OR REPLACING, OR CONSEQUENTIAL DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS INSPECTION.

TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

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8. **Disclaimer of Warranties.** The Inspector makes no guarantee, warranty or promise, express or implied, that all signs of past or present termite infestation have been found or that the Inspector will pay for treatment or cost of repairs.
9. **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 re-inspect 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 re-inspection himself or can employ others (at Inspector's expense) to re-inspect 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.
10. **Attorney's Fees.** The INSPECTION COMPANY and 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.
11. **Entire Agreement.** This Agreement represents the entire agreement between the PARTIES. No statement or promise made by the INSPECTION COMPANY or its respective officers, agents or employees shall be binding.

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING CONTRACT; 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 HE OR SHE HAS BEEN AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF HIS OR HER SPOUSE AND/OR OTHER FAMILY MEMBER(S).

Client Signature: _____

Date: 01/10/2022

Inspector: James Lee Date: 01/10/2022