



Covenant Inspections LLC
1524 Crockett Gardens RD
Georgetown, TX 78628

www.CovenantInspectionsTX.com
www.360infrared.com

Inspector: Randall Ryden

TREC Lic# 20515

The home inspection in Texas: A home inspection is a visual evaluation of reasonably accessible areas of the home. The inspection and report follows the "Standards of Practice" set by the Texas Real Estate Commission, (TREC) defining the standard of duty and the conditions, limitations and exclusions of the inspection. The inspector attempts to identify the present condition of noted items. Due to the nature of the systems found in a home, no accurate prediction of remaining life is made, which follows the TREC SOP. The report is based on the opinion of the inspector from conditions noted at the time of inspection, conditions can and do change over time. Do not expect all deficiencies to be discovered in the inspection, some will be elusive even to the most seasoned inspector. Detection of hidden damage between the walls, under carpets, under the attic insulation or other areas that are not **visible** is beyond the scope of this limited visual inspection especially including areas having been staged or camouflaged to hide defects. The inspector is NOT an insurer or guarantor against defects in the house. **No warranty, expressed or implied**, as to the fitness for use or condition is nor will be made. The inspection is not a building code compliance or a design verification inspection, ask the inspector if you are not positive what is covered and what is not covered. **The risk of unexpected problems is only reduced, not eliminated.**

Agreement

THE PARTIES AGREE AS FOLLOWS:

Covenant Inspections LLC. (hereafter called the COMPANY) agrees to perform a limited visual inspection of the subject house and to provide CLIENT with a written inspection report identifying the major deficiencies. This inspection will be of readily accessible areas of the house and is limited to visual observations of apparent conditions existing at the time of the inspection only. Also the inspection is not an exhaustive review of a property's systems **only a sampling of each item type will be inspected**, for example not every receptacle/outlet will be inspected, however if CLIENT determines to have every outlet checked additional inspection time can be purchased as long as all outlets are unobstructed and clear for review during the inspection.

The inspection includes only the following items, as required by TREC SOP:

- Attic
- Exterior
- Insulation
- Appliances
- Fireplace(s)
- Materials of Construction
- Central Vacuums
- Foundation
- Roof Covering material(s)
- Drainage
- Fences
- Retaining walls supporting foundations

- Driveways
- HVAC (heating/AC)
- Plumbing
- Electrical
- Interior
- Sidewalks/walkways

Note: Other items may be added to the inspection following the TREC SOP for Optional Systems, addendum can be attached for the optional systems the client determines to include.

Items and systems NOT included in the inspection, unless initialed and addendum attached for each item CLIENT decides to include are as follows:

<u>NA</u>	• Underground utilities	<u>NA</u>	• Personal property	<u>NA</u>	• Low voltage exterior lighting
<u>NA</u>	• Playground equipment	<u>NA</u>	• Intercoms	<u>NA</u>	• Cesspools
<u>NA</u>	• Wells/springs	<u>NA</u>	• Automatic oven cleaners	<u>NA</u>	• Septic tanks
<u>NA</u>	• Tennis courts	<u>NA</u>	• Security systems	<u>NA</u>	• Septic Drain fields
<u>AA</u> <u>NA</u>	• Solar panels	<u>NA</u>	• Water softeners	<u>AA</u> <u>NA</u>	• Pools/ Hot tubs
<u>NA</u>	• Recreational appliances	<u>NA</u>	• Microwave leakage	<u>NA</u>	• Elevators
<u>NA</u>	• Ice makers	<u>NA</u>	• Detached buildings	<u>AA</u> <u>NA</u>	• Cosmetic items
	• Note: NA = “Not Available for optional inspection”				• AA = See “Accompanying Agreement (NA if none attached)”

The inspection and report are performed and prepared for the confidential and exclusive use and possession of CLIENT, Company will not divulge any inspection information with any 3rd party, with the exception of immediate safety concerns/deficiencies; the CLIENT may provide the inspection report with 3rd parties regarding the transaction requiring the inspection. COMPANY accepts no responsibility for use or misinterpretation by third parties. This contract and inspection are subject to the limitation noted in the report and the exclusions noted in the standards found within this contract document.

Foundation

This inspector holds no professional engineering license, nor performs any specialized engineering calculations.

1. The opinion given on the performance of the foundation is based on this inspector’s general inspector training and knowledge. Foundations are in a constant state of movement and CLIENT may want to employ a registered professional engineer to further evaluate the foundation and the conditions noted or give a second opinion prior to the end of the option period. This inspection report does not include an elevation charting of the foundation.

The inspector uses no special measuring equipment regarding foundations, thus no explicit nor

implied determination will be made regarding future strength or integrity.

Hidden water

2. The inspection does not include any highly specialized water leak testing for hidden water leaks or drainpipe leakage in or under the house, which can damage the foundation. A qualified plumber or leak detection company should be contacted if there are concerns about leaking or deteriorated drain lines under the house.
3. This inspection does not address any exterior siding, structural or mechanical recalled or class action lawsuit defective components, systems or equipment or any item on a safety recall notice.
4. A/C thermostats or timers are not checked for accuracy or calibration.
5. Air conditioners cannot be safely checked when the outside temperature has been below 60 degrees within 24 hours.
6. Pressure gauges are not used to test air conditioners
7. Gas lines are not pressure tested for leaks. The exposed appliance connections are checked for gas leaks.
8. Full evaluation of the integrity of a heat exchanger requires dismantling of the furnace and is beyond the scope of this limited visual inspection.
9. Electrical system is not checked under full load/demand.
10. Some items are checked by a sample such as electrical outlets/receptacles, windows and window locks.
11. The roofing material and flashing are visually observed for defects and indications of leaks, however, all leaks cannot be detected visually. Water testing is not included in this inspection, and no guarantee is made that the roof does not leak nor will leak in the future.
12. The inspector is not required to move personal property, debris, furniture, equipment, and carpeting or like materials, which may impede access or limit visibility. Any deficiencies and defects, which are latent or concealed, are excluded from the inspection. The inspection is not intended to be technically exhaustive. Equipment and systems will not be dismantled.
13. The inspection and report do not address and are not intended to address the possible presence of danger from asbestos, mold/mildew, radon gas, lead paint, urea formaldehyde, toxic or flammable chemicals, water or airborne related illness or disease, and any other similar or potentially harmful substances. Inspector will not test for nor do we comment on water quality, air quality or other environmental factors. The CLIENT is urged to contact a reputable specialist for any desired water testing.
14. In addition, the presence or absence of rodents, termites, or other insects/vermin is NOT covered by this inspection.
15. This inspector is not qualified to detect the presence of Chinese Drywall. Accordingly, the issue of Chinese Drywall (and its potential problems) is beyond the scope of the inspection report.
16. This inspection report is not intended to be used as a guarantee or warranty, expressed or implied, regarding the adequate performance or condition of any inspected structure, item or system. The inspection and report are not intended to reflect the value or insurability of the premises, or to make any representation as to the advisability or inadvisability of purchase or the suitability for use.
17. The inspection/report is not a certification of any kind. COMPANY shall not be construed as insuring against any defect or deficiencies not contained in the inspection report and subsequently discovered by the CLIENT. This inspection is not an insurance policy. This inspection may not meet the standards of some home warranty insurance companies.
18. In the event of a dispute between the parties relating to this agreement, the parties or their representatives will meet promptly in an effort to resolve the dispute amicably. Upon the request of any party to this agreement, all unresolved disputes (not limited to breach of contract action) relating to this agreement and not barred by the applicable limitations period, except those claims by a seller or creditor against a buyer or debtor for payment on an account under Rule 185 of the Texas Rules of Civil Procedure, shall be submitted for binding arbitration in accordance with the Better Business Bureau Rules of Arbitration then in effect, and then neither party shall have a right to bring suit in court.
19. The parties agree that the maximum liability for COMPANY, its employees or agents, is limited to an amount not to exceed the fee paid for the inspection service. COMPANY will not be held liable for any claims if repairs or replacements are made, or money is spent without notifying COMPANY so re-inspection(s) can be performed.
The CLIENT is immediately to put in writing to COMPANY problems with the service. Communications

must be consistent in that the party originally accompanying the inspector will be the party resolving the problem.

- 20. COMPANY reserves the right to terminate the inspection for any reason that may be hazardous to the health and/or safety of the inspector.
- 21. Severability: If any portion of this agreement is found to be invalid or unenforceable by any court, arbitrator or mediator the remaining terms shall remain in force and effect between the parties to the fullest extent possible.
- 22. If CLIENT is married, CLIENT represents that this obligation is a family obligation incurred in the interest of the family.

General Liability Clause (note: this is an unusual election)

Please review #23 before electing to pay for this election, this is not required in Texas.

23. CLIENT may choose to pay an additional fee to open the inspection from limited liability to a level of general liability. This fee is used to cover the cost to subcontract specialty contractors, including: Roofing, Foundations, Electrical, HVAC, Plumbing, and any additional required based on property specifics. The fee for this option is determined by the property specifics and shall not be any less than **\$1500 in addition to the agreed inspection amount.**

CLIENT acceptance for above GL Clause: _____

Printed Name of Signer: _____

24. This agreement represents the entire agreement between the parties. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties, and their heirs, executors, administrators, successors and assigns.

THE ABOVE IS UNDERSTOOD AND AGREED TO:

CLIENT _____
DATE _____



INSPECTOR _____ STATE LICENSE # 20515

DATE _____