

IMPORTANT AGREEMENTS AND LIMITATIONS

This report was written in accordance with the **Standards of Practice 535.227-535.231** of the *Texas Real Estate Commission* by which we are regulated. A copy of these standards is printed in its entirety in the "*Helpful Hints*" booklet given to you at the time of the inspection.

Scope of Inspection: This is a visual inspection only. We inspect only what we see. We do not disassemble anything. We do not inspect for any environmental issues such as lead paint, asbestos, mold, etc. We do not inspect for building codes, soil analysis, adequacy of design, capacity, efficiency size, value, flood plain location, pollution or habitability. Please remember that older houses do not meet the same standards as newer houses, even though items in both might be performing the function for which they are intended. We do not hold ourselves to be specialists for any particular item; nor are we engineers. We are a general real estate inspection company. This inspection report covers only the items listed in the report which are reasonably observable, and are based only on the present condition of those items. For example, we do not move furniture, rugs, paintings, or other furnishings. There is no responsibility expressed or implied for latent defects, or for defects not reasonably observable at the time of the inspection, or for defects that would require the removal of major or permanent coverings for observation. No representation is made concerning any condition other than the operability of any item. No representation is made as to the future performance of any item. There are no warranties, either expressed or implied. If you would like a warranty or guarantee you must obtain it from a warranty company. We do not inspect security systems. Brinks Home Security will provide this free inspection, for which we are paid a scheduling fee. Brinks will contact you at a later date with a special offer at the numbers you have provided. **When an item is noted as not functioning or in need of repair, replacement or further evaluation by a specialist, the Purchaser agrees to contact a qualified specialist to make further evaluations of the item before you purchase the home.**

MICROBIAL INSPECTION DISCLAIMER

No intrusive, moisture, and/or Indoor Air Quality (IAQ) tests were performed as they were beyond the scope of the inspection performed on this date. It should also be noted that various fungi, molds, and mildew flourish in such an environment provided by moist and/or water damaged conditions. A growing concern of many to date includes the adverse affect on Indoor Air Quality and the potential for inherent health hazards with some immune-compromised individuals.

Professionals in this specialized field of study, such as one with certifications as CIAQP, CIAQT, CMRS or CIH, continue to prove the direct relation of microbial growth with conditions, which are the result of damage due to interior water intrusion. After water enters the fibers of most cellulose-based building materials such as wood, drywall and especially fiberglass or cellulose insulation, the time frame for numerous species of microbial growth may start in as little as four hours.

Thus, the reasoning and logic for immediate, proper remediation is absolutely critical for deterring microbial growth if its existence is proven. Due to concerns regarding observations made at the time of the inspection, as specifically noted in the aforementioned section, immediate investigation is recommended by only qualified, competent IAQ professionals who have specific training and education in Building Sciences studies.

Dispute Resolution: In the event a dispute arises regarding this inspection, the purchaser agrees to notify Burgess Inspection Group, Inc. so as to give a reasonable opportunity to reinspect the property. **Purchaser further agrees that the Burgess Inspection Group, Inc. can either conduct the reinspection itself or can employ others (at its expense) to reinspect the property, or both.**

Defense Costs: In the event the purchaser files suit against Burgess Inspection Group, Inc. or its inspector, the purchaser agrees to pay all the company's legal fees, costs of expert witnesses, court costs, costs of depositions and all other such expenses incurred by Burgess Inspection Group, Inc. if the purchaser fails to prevail in the lawsuit.

Exclusivity: The report is prepared exclusively for the Client(s) named and is not transferable to anyone in any form. Client(s) gives permission for Burgess Inspection Group, Inc. to discuss report findings with real estate agents, specialists or repairpersons for the sake of clarification.

By my signature below or the acceptance of the report, I acknowledge that I have read these "Agreement and Limitations", that I understand the terms and conditions, and that I agree to be bound by them. I have also been given a "Helpful Hints" booklet that further describes the inspection process and offers useful information for the purchaser.

THIS REPORT IS OUR INVOICE

Inspection Fee: _____ Report #: _____ Inspector/TREC License #: _____

Buyer: _____ Date: _____

Not Present Called Client to Review Report on _____