

DSP Inc.
7412 Sabine Dr. McKinney, TX 75071
214-548-2532 / TREC I.D. # 21965
COMMERCIAL PROPERTY INSPECTION AGREEMENT – NEW CONSTRUCTION

Property Address: _____ City: _____, Texas

Client Name: _____ Date of Inspection: [Click here to enter a date.](#) Inspection Fee: \$ _____

DSP means Dallas Sunrise Properties Co. LLC including the Texas Real Estate Commission licensed inspector performing the inspection and/or employee or sub-contractor of the aforementioned. Client means person(s) named above and everyone related to this specific real estate transaction as a purchaser or investor.

Commercial Property Inspections are not subject to the rules ("Rules") of the Texas Real Estate Commission ("TREC")

This commercial inspection is being performed and evaluated as observed conditions by a Professional Home Inspector licensed by the Texas Real Estate Commission (TREC). DSP will perform a limited visual inspection of the property. DSP reports observed conditions that, in the opinion of the inspector, appear to be defects in the property.

Unless stated in the report, DSP:

- 1) Does not inspect or compare the property to building code or manufacturer specifications
- 2) Will Inspect repetitive items in a representative manner
- 3) Observes the roof from ground level and/or eaves only

These departures are due to the typical time limitations that are common in real estate inspections and to reduce cost of service to the Client DSP is available to discuss comprehensive inspection options and their associated costs.. The inspection fee does not include the cost of reviewing previous documentation about the property; any comment about such is limited.

This report becomes the sole property of the client. The client may use the results of this inspection in making request(s) for improvement(s) or repair(s) by a third party. It is the client's responsibility to determine timing of any such requests. Any applicable warranty period(s) **is not** determined by DSP or this inspection. **DSP Will not discover every possible defect.** Clients are urged to inform DSP of any known issues prior to completion of the on-site inspection.

Client agrees to sign, date and return this agreement and to pay the inspection fee prior to report delivery. The report will be delivered via email within two working days and because email can sometimes fail, Client agrees to contact DSP if the report has not been received in the time specified.

Client agrees: this contracted inspection is not completed until the report is delivered to the client. Electronic recordings (audio and or video) of inspector's comments may not be made, distributed or published without written permission of DSP.

Elevators are beyond the scope of inspection and are not inspected by DSP. Elevators are required to be inspected by licensed specialists as to the operations and safety therein. Any comment about elevators in the report will be limited and included as a courtesy. Any concerns noted should be investigated by a trained elevator specialist.

BY UNDERSIGNING BELOW, CLIENT WARRANTS A COMPLETE UNDERSTANDING OF THESE TERMS AND CONDITIONS. IF THIS IS A JOINT PURCHASE, CLIENTS SIGNATURE WARRANTS EXPRESSED CONSENT AND AUTHORITY TO SIGN FOR ALL UNSIGNED PARTIES.

Client Signature X _____

Date _____

(IF THIS IS A JOINT PURCHASE, SIGNEE REPRESENTS AUTHORITY TO SIGN FOR ALL PARTIES)

Inspector Signature Mark McKinney

Date Sent: [Click here to enter a date.](#)

New-Build or Renovated: Property inspections which are performed prior to builder completion may not address landscaping, concrete flat-work, appliance installation or operation, cosmetic or minor items. However, some may be listed in the report as a courtesy. Many items, which are commonly referred to as "punch-out items," are often completed by the builder during the final few days of construction. Scheduling a property inspection prior to this will likely result in some defects not included in the report.

Typically, upon completion of construction, the builder will schedule a final walk-through with the buyer prior to closing. If your contracted property inspection took place prior to completion of work, it is the buyer's responsibility to perform a final inspection and provide a detailed list all concerns such as, but not limited to; incomplete work, cosmetic and/or items of concern for the builder to correct.

Discovering construction details such as dents, dings, scratches or misaligned items, is the intention of a final walk-through. **To allow for the best possibility of defect identification, all construction should be completed and the entire property cleaned before your final walk-through with the builder.** Because the timing between completion of construction and a scheduled closing can become conflicted due to construction delays, a builder may request a walk-through prior to completion of all work and final cleaning. Should you agree to this request, you are likely to find items you do not like or approve of after the closing.

Client understands and agrees that **DSP does not "Promise or Guarantee"** the Builder or any third party, will repair or replace item(s) found during the inspection process included in this report. The items or findings in the final report, that are listed as "deficient" and should be improved, repaired or replaced," are reflections of the inspector's opinion.

It is the responsibility of the client to seek and secure remedies through their builder or third party for completion of any possible warranty repairs, improvements or replacements.

Furthermore, it will be the decision of the builder or third party, as to the validity of any repair or improvement claim and subsequent satisfaction to any claim with the client. DSP does not assume any part of the warranty, warranty claims process and / or related repairs.

DSP does not provide an Official Wood Destroying Insect Report Pest Inspection or Mold Inspection. Any comment about pest control or mold is limited and provided without compensation.

If the need arises, DSP will agree to return and discuss the findings of this report with the home builder or representative of such or complete a follow-up inspection for and additional fee of \$250.00.

In the event of a dispute, prior to taking any action, legal or otherwise Client agrees: (a) to allow DSP to perform an inspection of the disputed condition (b) to not to disturb or repair the disputed item prior to a re-inspection by DSP except in cases where injury or subsequent property damage may occur. (c) to pay all of DSP expenses if they do not prevail on all claims against DSP. Client agrees any dispute shall be submitted for final and binding arbitration under the Rules and Procedures of a mutually agreed Arbitration Services company pursuant to Chapter 171 of the Texas Civil Practice & Remedies Code