

DSP Inspection / Dallas Sunrise Properties Co. Inc.
PO Box 1536 McKinney, TX 75070
214-548-2532
TREC I.D. #21965
HOME INSPECTION AGREEMENT – NEW CONSTRUCTION

Property Address: _____ City: _____, Texas

Client name: _____ Date of inspection: _____ Inspection Fee: _____

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

DSP reports discovered conditions that, in the opinion of the inspector, appear to be significant adverse performance related defects; some minor items may be reported as a courtesy. DSP will perform a limited visual inspection of the property for the Client using the TREC Standards of Practice (SOP) as a guideline with the following departures. Unless stated in the report, DSP:

- 1) Does not inspect or compare the property to building code based or manufacturer specifications.
- 2) Inspects repetitive items in a representative manner.
- 3) Will not discover every possible defect.
- 4) Unless specified in the report, 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 TREC Standards are available to review at the Texas Real Estate Commission (TREC) internet site. DSP reserves the right to revise opinions as information changes and welcomes further relevant information. The inspection fee does not include the cost of reviewing previous documentation about the property; any comment about such is limited.

Client agrees to pay the inspection fee prior to report delivery. The report will be delivered via email within three 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: electronic recordings (audio and or video) will not be made or distributed without written permission of DSP. Client agrees: 1) to assure the Seller or their representative have given permission for the Client, and Client invited visitors other than DSP, to be on site during the inspection. 2) To be responsible for themselves and their guests attending the inspection.

The inspection is limited in time and scope. Unless specified:

- 1) Items are operated using only normal controls or modes if, in the opinion of the inspector, damage will not occur. 2) The inspector does not move or disassemble items and **only accessible areas are inspected. Roofs higher than one story and/or greater than 5/12 pitch are inspected from ground using binoculars and high resolution camera only.**

DSP does not provide an Official Wood Destroying Insect Report (Termite), pest inspection or mold inspection. Any comment about Pest control or mold is provided without compensation.

Client gives permission to DSP to distribute and discuss report findings with parties directly related to this transaction. The Client agrees the report may not be provided to or relied upon by any insurance provider, residential service contract provider (home warranty) or mortgage company without written permission from DSP.

In the event of a dispute, Client agrees that 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 an inspection 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.

In addition, due to liability and safety concerns, DSP does not provide "accompanied Inspections." Client agrees to obtain permission from seller or seller representative, to access all areas of the property such as but not limited to: attic, crawl space, and roofed areas and agrees to do so independent of this inspection. Client use of DSP tools and equipment is strictly prohibited.

New-Build Home Inspections which are performed **prior to builder completion** do not address landscaping, concrete flatwork, 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 home 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 home 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 home cleaned before your final walk-through with the builder.** Because the timing between completion of construction and a scheduled closing can be conflicted due to construction delays, a builder may request a final 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 after the closing.

The home builder is likely to provide you with a new home manual. Please refer to the builders instructions for home maintenance procedures, specific warranty items and warranty repair claims procedures.

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, SIGNED REPRESENTS AUTHORITY TO SIGN FOR ALL PARTIES)

Inspector Signature Mark S. McKinney Date [Click here to enter a date.](#)

Dallas Sunrise Properties Co. Inc. Home Inspection Professional Consulting Agreement
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