

DSP Inspection / Dallas Sunrise Properties Co. LLC

PO Box 1536 McKinney, TX 75070

214-548-2532

TREC I.D. #21965

HOME INSPECTION AGREEMENT

Property Address: _____ City: _____, Texas

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

DSP means Dallas Sunrise Properties Co. LLC including the 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 visually 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(s) 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 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) will not be made or distributed without written permission of DSP.

Client Responsibilities: 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, climb over or under furniture and/or personal belongings and only accessible areas are inspected. 3) Roofs higher than one story and/or greater than 4/12 pitch are inspected from ground, eaves and window views, using binoculars and HR camera only.

WDI: 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 a DSP re-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.

Accompanied Inspections: Due to time constraints and safety concerns, DSP does not provide "accompanied Inspections." In addition, accompanied inspections can distract the inspector during the process. If requested, Inspector will meet with client(s) at the end of inspection for approximately 30 minutes, to discuss any major findings. 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 on a date and time independent of this inspection. Client use of DSP tools and equipment is strictly prohibited.

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 S. McKinney

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