

R-MAC INSPECTIONS CONTRACT TO PERFORM PROPERTY INSPECTION

Client Signature: _____ PROPERTY INSPECTED: _____

Inspection Date: _____

NOTICE

This Is A Contract To Perform A Property Inspection On The Above Address, Please Read Before Signing.

This Inspection applies only to the items listed and only to the present condition of those items at the time of inspection. This report reflects only if the items inspected are observed to be functional or defective at the date and time of inspection, that is whether such items at this time are observed to perform the purpose for which they are intended and in no way should be construed as a warranty or guaranty by R-Mac Inspections PLLC / Rance McDonald or employees. This report reflects only those items that are reasonably observed at the time of inspection. Observation of inspected items is by means of sight, sound, smell and touch. No comment or representation is made concerning any latent defects or defects not reasonably observed at time of inspection or of items/areas which require disassembly or which may be concealed. Buyer agrees to obtain and read seller disclosure statement before closing, inspection is not complete without seller disclosure.

THE INSPECTOR CANNOT PREDICT AND NO REPRESENTATION IS MADE CONCERNING ANY OTHER CONDITION OR THE FUTURE FUNCTION/PERFORMANCE OF ANY INSPECTED ITEMS. NO REPRESENTATION IS MADE AS TO ITEMS NOT SPECIFICALLY COMMENTED UPON. ALL WARRANTIES, EXPRESS OR IMPLIED, NOT SPECIFICALLY STATED HEREIN ARE EXCLUDED AND DISCLAIMED. It is further understood that R-Mac Inspections, PLLC / Rance McDonald is not an expert with respect to items inspected. If a comment is made concerning the condition of any item, the buyer is URGED and AGREES to contact a qualified specialist to make further inspections of that item before buyer closes escrow on the property. By signing this contract, buyer agrees to use only trained, qualified and/or licensed personnel to perform repairs pursuant to this inspection report. All findings should be considered partial or incomplete until further evaluated by a qualified repair person prior to closing.

No inspections or tests are performed on the inspected property for interior air quality, mildews, molds, toxins, lead, radon, asbestos or any other type of environmental hazards. No engineering or scientific test are performed. This inspection report does not include design or sizing of any building, mechanical, plumbing, electrical or other components of the property inspected. This report does not guarantee that the structure complies with any building, mechanical, plumbing or electrical codes. This report does not guarantee that the buyers can obtain property insurance on the inspected property.

Buyer must notify R-Mac Inspections, PLLC / Rance McDonald in writing of any complaints within ten (10) days from date of inspection and must allow seven (7) days for re-inspection of item of complaint otherwise all claims arising out of such complaint are waived by Buyer. BUYERS AGREE TO BINDING ARBITRATION UNDER THE FEDERAL ARBITRATION ACT. If Buyer institutes any legal action concerning this inspection and fails to prevail on all causes, Buyer shall be liable to R-Mac Inspections, PLLC / Rance McDonald for all Attorneys fees and court cost incurred in such action.

R-Mac Inspections, PLLC / Rance McDonald liability shall be limited to the amount of the inspection fee or the cost of repairing any listed component, whichever is less, which was represented as functioning normally at time of inspection. Buyer by Accepting this report or Relying upon it in any way to purchase this property, agrees to the above terms whether contract page is signed or not. If Buyer is not present at time of inspection to review and/or sign contract for this report, Buyer agrees to the above terms, if relying on this report in any way to purchase this property. Buyer agrees to pay for inspection whether property closes or not. INSPECTION FEES ARE DUE ON THE DATE AND TIME OF INSPECTION. NO INSPECTION FEES CAN BE PAID AT CLOSING. Buyer agrees that the following items will be excluded from this inspection report: buried plumbing; water meters; buried sewer lines; buried wiring; electronic air filters; humidity control systems; ice makers; refrigerators; laundry equipment; microwave radiation leakage; solar systems; oven self clean, time bake modes and clock/timer; photocells on lights or any other equipment; A/C if outside ambient below 60 degrees; heat pumps if outside ambient air above 65 degrees F; heating & A/C thermostat and calibrations; fresh air makeup systems; whole house fan timers; water softener/filter systems; propane tanks; private water wells; private waste/sewage systems; built-in security and fire protection equipment/systems; gas lines/gas line pressure test; laundry drain lines and washer hookup supply lines/valves; detached structures & related equipment. Defects of cosmetic items will not be noted. Cabinets not inspected; Yard fencing not inspected.

This report is prepared exclusively for the Client(s) named and is not transferable to anyone in any form. By my signature below, I acknowledge that I have read this contract and I understand the terms and conditions.

Consumer Protection Notice:

<https://www.trec.texas.gov/forms/consumer-protection-notice>