

HOUSTON INSPECTIONS

Houston Home Inspections, PLLC d/b/a Houston Inspections
713.408.1129 Office
www.houstoninspect.com



INSPECTED FOR

John Smith
123 Main St
Houston, TX

Inspector: Dennis Inman 

MAC# 1546
September 5, 2018

GENERAL INFORMATION

Present at Inspection: Buyer, Buyers Agent

Building Status: Occupied

Weather Conditions: Clear

Ambient Temperature At Time of Inspection: 90+

Wind Conditions (Approximate Speed): 0- 5 MPH

Structural Description

Foundation: Pier & Beam - Crawlspace

Exterior Walls: Siding, Trim, Brick Veneer

Interior Walls: Plaster, Paneling, Drywall, Tile

BUILDING DESCRIPTION

NOTICE

The Client, by accepting this Property Inspection Report or relying upon it in any way, expressly agrees to the SCOPE OF INSPECTION, GENERAL & SPECIFIC LIMITATIONS, and the INSPECTION AGREEMENT included in this inspection report. This report is not valid without the signed inspection agreement, and the report is not transferable.

This inspection report is made for the sole purpose of identification of conditions conducive to mold presence in visible and accessible areas of the interior of the structure and does not warrant or guarantee all defects to be found. If you have any questions or are unclear regarding our findings, please call our office prior to the expiration of any time limitations such as option periods. The Client is advised of the following:

- When recommendations have been made for repairs and/or service, we recommend that you contact a qualified tradesman prior to closing so actual costs involved can be anticipated.
- Future performance and/or life expectancy of items listed in this report is beyond the scope of this inspection and cannot be predicated.
- All repairs, alterations and recommended work within this report should be done by a licensed (where necessary) and qualified tradesperson in accordance with state and local codes.
- If an error message is received when downloading this report please contact our office so that a hard copy can be sent to the client.
- When the word damage is used in this report, it can be referring to the following: wood rot, decay, moisture damage, etc.
- The digital pictures in this report are a sample of the damages in place and should not be considered to show all of the damages and/or deficiencies found. There will be some damage and/or deficiencies not represented with digital imaging.
- Check marks in boxes adjacent to comments indicate the condition or item is present at this property.
- This report contains technical information. If you were not present during this inspection, please call our office to arrange for a consultation with your inspector. If you choose not to consult with the inspector, this inspection company cannot be held liable for your understanding or misunderstanding of the report's content.

ADDITIONAL NOTES SPECIFIC TO THIS PROPERTY

Many areas of the interior of the home appear to have been painted, concealing repairs/wallpaper. During remodeling/painting evidence of previous water penetrations, damages, and/or microbial growth which would make it difficult to detect during the inspection.

The inspection of this property was limited due to the fact that it is currently occupied/staged with stored items present. The inspection of doors, windows, floors, walls, electrical components (receptacles & switches), and some plumbing fixtures was restricted due to stored items and furniture.



Areas of previous mold, moisture intrusion, or moisture penetrations have not been disclosed to Houston Inspections prior to this inspection. The client has not identified specific rooms or areas of concern.

GENERAL LIMITATIONS

Houston Inspections has no knowledge of any hidden, latent, or adverse environmental conditions of the property, including the presence of mold, hazardous wastes, toxic substances, etc. This report makes no guarantees or warranties, express or implied, regarding the condition of the property. This report is not an environmental assessment of the property. This report and associated conclusions are based on the visible conditions of the accessible inspected areas and materials at the time of this inspection. Houston Inspections reserves the right to revise opinions and conclusions if necessary and warranted by the discovery of new or additional circumstances. This report is specific and limited in nature and shall not be relied on as a statement that no mold exists in this property. It is always possible that hidden mold growth exists beyond the visibly accessible areas.

Mold Inspection Methodology

General Methodology

Houston Inspections performed a limited mold inspection at the subject property in accordance with generally accepted professional practices. A limited mold inspection normally includes the following:

- Visual inspection and procedural assessment (non-destructive and non-invasive) focused on the discovery of signs of mold growth and moisture intrusion
- Use of an infrared camera and moisture meter (When applicable) to help locate areas of actively wet building materials and testing of suspect areas where accessible
- Analytical analysis by collection of microbial samples requested by client and submission of samples to a qualified microbiology lab for analysis
- A written report of the limited mold inspection findings and, where applicable, a lab report of the sample analysis

Laboratory Services

Microbial samples collected by Houston Inspections are submitted under chain of custody to Hayes Microbial Testing Laboratories (AIHA-LAP, LLC EMPAT Lab Id: 188863, TX Lab ID # LAB1021) for analysis. If samples were collected, the laboratory's report is included as an attachment to this report.

During inspection of the interior of the buildings conditions conducive to potential microbial growth were found in the following areas :

Rear Left Formal Living Room:

Visible growth and staining were noted at the front right wall of the room as evidence of moisture intrusion. Moisture measurements were not elevated at the time of the inspection. Removal and repair of the affected area by qualified tradesmen is recommended.

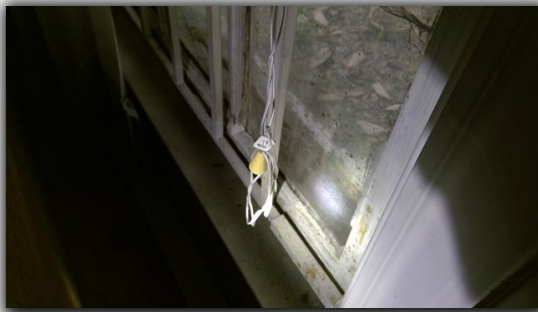


Visible growth and staining were noted at the left window sill/surround of the room as evidence of moisture intrusion. Moisture measurements were elevated at the time of the inspection. Removal and repair of the affected area by qualified tradesmen is recommended.



Front Left Formal Living Room:

Discoloration was found at the windows as evidence of potential microbial growth. Improvement of airflow and reduction of relative indoor humidity levels is recommended. Correction of the growth by a qualified tradesman is recommended.



First Floor Guest Bathroom:

Damaged plaster/drywall was found at the ceiling of the room as evidence of moisture intrusion. Moisture measurements were not elevated at the time of the inspection. Removal and repair of the affected area by qualified tradesmen is recommended.



Master Bedroom Closet:

Discoloration was found in the closet as evidence of potential microbial growth. Improvement of airflow and reduction of relative indoor humidity levels is recommended. Correction of the growth by a qualified tradesman is recommended.



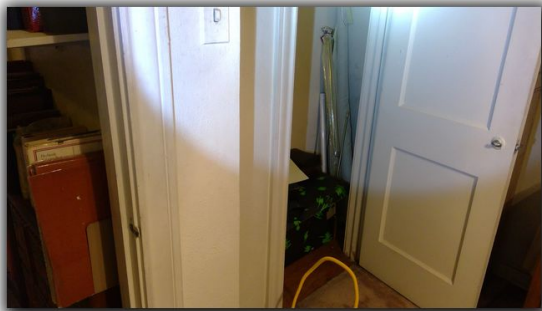
Rear Guest Bedroom Closet:

Discoloration was found in the closet as evidence of potential microbial growth. Improvement of airflow and reduction of relative indoor humidity levels is recommended. Correction of the growth by a qualified tradesman is recommended.



Front Guest Bedroom Closet:

Discoloration was found in the closet as evidence of potential microbial growth. Improvement of airflow and reduction of relative indoor humidity levels is recommended. Correction of the growth by a qualified tradesman is recommended.



Garage/Apartment

Damage, moisture accumulation, and active visible plumbing leaks were found at the and beneath the garage bathroom toilet/sink. Repair of the leaks and associated damage by a qualified tradesman is recommended.



Specific Limitations

The inspector cannot determine the condition of structural components in hidden within walls cavities, ceilings or floor cavities. No opinion as to the condition of the wood, structural members, or other components in hidden areas is implied or intended by this report. Carpet is not pulled back revealing tack strips and other concealed items. Environmental issues other than potential microbial growth (Mold) related to water penetration/accumulation are not addressed in this report. If the client is concerned about these issues, i.e. asbestos, lead-based paint, etc., a qualified/licensed tradesman should be consulted to perform these inspections. Stored items, wall coverings, furniture will limit the ability to inspect some of the wall components.

The inspection of this property was limited due to the fact that it is currently occupied/staged with stored items present. The inspection of doors, windows, floors, walls, electrical components (receptacles & switches), and some plumbing fixtures was restricted due to stored items and furniture.



Many area of conditions conducive to microbial growth were found at the property during visual inspection. Although ideally all areas would be sampled for confirmation/identification of microbial growth, the client agreed to testing of two air samples (Exterior-control, and Second floor hallway) and two tape samples in areas of suspected microbial of growth (Rear formal living room, master bedroom closet). The following samples were taken during this inspection:

Relative humidity readings at the time of the inspection are listed at sampling areas below:

Ideal range of 20 - 60%RH (Relative Humidity) , > 60%RH can be conducive to microbial growth

Sample #1: SER# B1557976

RH: 54.9%

Type: Tape

Location: Rear Formal Living Room (Front right wall)



Sample #2: SER# B1557976

RH:62%

Type: Tape

Location: Master Bedroom Front Closet



Sample #3: 25798602

RH:54.6%

Type: Air Cassette

Flow Rate: 15 (lpm)

Sample run time: 5 Minutes

Location: Second Floor Hallway



Sample #4: 25798603

RH: 36.2%

Type: Air Cassette

Flow Rate: 15 (lpm)

Sample run time: 5 Minutes

Location: Exterior



Houston Home Inspections, PLLC d/b/a Houston Inspections

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MOLD INSPECTION AGREEMENT

This is an Mold Inspection Agreement (“Agreement”) between Houston Home Inspections, PLLC d/b/a Houston Inspections (“INSPECTION COMPANY”) and the undersigned client (“CLIENT”), collectively referred to herein as the “PARTIES.” CLIENT agrees to employ the INSPECTION COMPANY to perform a mold inspection as set forth below.

1. **Purpose.** The purpose of the inspection is to attempt to detect the presence of mold by performing a visual inspection of the Property, collecting air samples, and laboratory analysis.
2. **Scope.** The scope of the inspection is limited to the readily accessible areas of the Property and is based on the condition of the Property at the precise time and date of the inspection and on the laboratory analysis of the samples collected. Two air samples will be taken. Additional air samples can be requested at an additional fee. Please be advised that mold can exist in inaccessible areas such as behind walls and under carpeting. The INSPECTION COMPANY will not dismantle and/or move equipment, systems, furniture, appliances, floor coverings, finished or fastened surfaces or components, personal property or other items to conduct this inspection or otherwise to expose concealed or inaccessible conditions. The inspection will not include destructive testing of any kind. Also, mold grows. As such, the report is not a guarantee that mold does or does not exist. The report is only indicative of the presence or absence of mold. This mold inspection is not a home inspection and does not attempt to identify physical defects in any component or system.

3. **Report.** The CLIENT will be provided with a written report of the INSPECTION COMPANY's visual observations and copies of the results of the laboratory analysis of the samples collected. The INSPECTION COMPANY is not able to determine the extent or type of microbial contamination from visual observations alone. The report will be issued only after the laboratory analysis is completed.

4. **Exclusivity.** The report is intended for the sole, confidential and exclusive use and benefit of the CLIENT and the INSPECTION COMPANY has no obligation or duty to any other party. INSPECTION COMPANY accepts no responsibility for use by third parties. There are no third party beneficiaries to this Agreement. This Agreement is not transferable or assignable. Notwithstanding the foregoing, the CLIENT understands that the INSPECTION COMPANY may notify the homeowner, occupant, or appropriate public agency of any condition(s) discovered that may pose a safety or health concern.

5. **LIMITATION OF LIABILITY. IT IS UNDERSTOOD THE INSPECTION COMPANY IS NOT AN INSURER AND THAT THE INSPECTION AND REPORT SHALL NOT BE CONSTRUED AS A GUARANTEE OR WARRANTY OF ANY KIND. BY SIGNING THIS AGREEMENT, CLIENT ACKNOWLEDGES THAT THE INSPECTION FEE PAID TO THE INSPECTION COMPANY IS NOMINAL GIVEN THE RISK OF LIABILITY ASSOCIATED WITH PERFORMING MOLD INSPECTIONS IF LIABILITY COULD NOT BE LIMITED. CLIENT ACKNOWLEDGES THAT WITHOUT THE ABILITY TO LIMIT LIABILITY. THE INSPECTION COMPANY WOULD BE FORCED TO CHARGE CLIENT MUCH MORE THAN THE INSPECTION FEE FOR THE INSPECTOR'S SERVICES. CLIENT ACKNOWLEDGES BEING GIVEN THE OPPORTUNITY TO HAVE THIS AGREEMENT REVIEWED BY COUNSEL OF HIS OR HER OWN CHOOSING AND FURTHER ACKNOWLEDGES THE OPPORTUNITY OF HIRING A DIFFERENT INSPECTOR TO PERFORM THE INSPECTION. BY SIGNING THIS AGREEMENT, CLIENT AGREES TO LIABILITY BEING LIMITED TO THE AMOUNT OF THE INSPECTION FEE PAID BY THE CLIENT. THE CLIENT AGREES TO HOLD THE INSPECTION COMPANY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, DEMANDS, CLAIMS, AND EXPENSES INCIDENT THERETO FOR INJURIES TO PERSONS AND FOR LOSS OF, DAMAGE TO, DESTRUCTION OF PROPERTY, COST OF REPAIRING OR REPLACING, OR CONSEQUENTIAL DAMAGE ARISING OUT OF OR IN CONNECTION WITH THIS INSPECTION.**

6. **Attorney's Fees.** The INSPECTION COMPANY and CLIENT agree that in the event any dispute or controversy arises as a result of this Agreement, and the services provided hereunder, the prevailing party in that dispute shall be entitled to recover all of the prevailing party's reasonable and necessary attorneys' fees and costs incurred by that party. CLIENT agrees that any claim arising in connection with this Agreement shall be made in writing to the INSPECTION COMPANY at the address above by certified mail, return receipt requested within 10 days after discovering any problem. CLIENT agrees to allow the INSPECTION COMPANY to re-inspect the Property before changing the condition of the problem, except in an emergency. Failure to allow the INSPECTION COMPANY the opportunity to re-inspect, as required above, shall constitute a waiver of any and all claims CLIENT may have against the INSPECTION COMPANY.

7. **Entire Agreement.** This Agreement represents the entire agreement between the PARTIES. No statement or promise made by the INSPECTION COMPANY or its respective officers, agents or employees shall be binding.



CONSUMER MOLD INFORMATION SHEET



State rules require licensed mold assessors and remediators to give a copy of this Consumer Mold Information Sheet to each client and to the property owner, if not the same person, before starting any mold-related activity [16 TAC 78.70].

How does Texas regulate businesses that do testing for mold or that do mold cleanup?

The Department of Licensing and Regulation (TDLR) regulates such businesses in accordance with the [Texas Occupations Code, Chapter 1958](#). Under the **Texas Mold Assessment and Remediation Rules (rules)** ([16 Tex. Admin. Code, Chapter 78](#)), all companies and individuals who perform mold-related activities in Texas must be licensed by TDLR unless exempt. (See Page 2 regarding owner exemptions.) Individuals must meet certain qualifications, have required training, and pass a state exam and criminal history background check in order to be issued a license. Applicants for a mold remediation worker registration must have training and pass a criminal history background in order to be registered by TDLR. Laboratories that analyze mold samples must also be licensed and meet certain qualifications. The rules set minimum work practices and procedures and also require licensees to follow a code of ethics. To prevent conflicts of interest, the rules also prohibit a licensee from conducting both mold assessment and mold remediation on the same project. While the rules regulate the activities of mold licensees when they are doing mold-related activities, the rules do not require any property owner or occupant to clean up mold or to have it cleaned up.

How can I know if someone is licensed?

A licensed individual is required to carry a current TDLR license certificate with the license number on it. A search tool and listings of currently licensed companies and individuals can be found at: <https://www.tdlr.texas.gov/LicenseSearch/>.

What is “mold assessment?”

Mold assessment is an inspection of a building by a **mold assessment consultant** or **technician** to evaluate whether mold growth is present and to what extent. Samples may be taken to determine the amount and types of mold that are present; however, sampling is not necessary in many cases. When

mold cleanup is necessary a licensed mold assessment consultant can provide you with a **mold remediation protocol**. A protocol must specify the estimated quantities and locations of materials to be remediated, methods to be used and clearance criteria that must be met.

What is meant by “clearance criteria?”

Clearance criteria refer to the level of “cleanliness” that must be achieved by the persons conducting the mold cleanup. It is important to understand and agree with the mold assessment consultant prior to starting the project as to what an acceptable clearance level will be, including what will be acceptable results for any air sampling or surface sampling for mold. There are no national or state standards for a “safe” level of mold. Mold spores are a natural part of the environment and are always present at some level in the air and on surfaces all around us.

What is “mold remediation?”

Mold remediation is the cleanup and removal of mold growth from surfaces and/or contents in a building. It also refers to actions taken to prevent mold from growing back. Licensed **mold remediation contractors** must follow a mold remediation protocol as described above and their own **mold remediation work plan** that provides specific instructions and/or standard operating procedures for how the project will be done.

Before a remediation project can be deemed successful, a mold assessment consultant must conduct a **post-remediation assessment**. This is an inspection to ensure that the work area is free from all visible mold and wood rot, the project was completed in compliance with the remediation protocol and remediation work plan, and that it meets all clearance criteria that were specified in the protocol. The assessment consultant must give you a **passed clearance report** documenting the results of this inspection. If the project fails clearance,

further remediation as prescribed by a consultant will be necessary.

What is a Certificate of Mold Damage Remediation?

No later than the 10th day after a mold remediation project stop date, the remediation contractor must sign and give you a **Certificate of Mold Damage Remediation**. The licensed mold assessment consultant who conducted the post-remediation assessment must also sign the certificate. The consultant must truthfully state on the certificate that the mold contamination identified for the project has been remediated and whether the underlying cause of the mold has been corrected. (That work may involve other types of professional services that are not regulated by the mold rules, such as plumbing or carpentry.) Receiving a certificate documenting that the underlying cause of the mold was remediated is an advantage for a homeowner. It prevents an insurer from making an underwriting decision on the residential property based on previous mold damage or previous claims for mold damage. If you sell your property, the law requires that you provide the buyer a copy of all certificates you have received for that property within the preceding five years.

How is a property owner protected if a mold assessor or remediator does a poor job or damages the property?

The rules require licensees to have commercial general liability insurance in the amount of at least \$1 million, or to be self-insured, to cover any damage to your property. Before hiring anyone, you should ask for proof of such insurance coverage. You may wish to inquire if the company carries additional insurance, such as professional liability/errors and omissions (for consultants) or pollution insurance (for contractors), that would provide additional recourse to you should the company fail to perform properly.

How is my confidentiality protected if I share personal information about myself with a company?

Under the code of ethics in the rules, to the extent required by law, licensees must keep confidential any personal information about a client (including medical conditions) obtained during the course of a mold-related activity. Further, you may be able to negotiate a contract to include language that other personal information be kept confidential unless disclosure "is required by law." However, licensees are required to identify dates and addresses of projects and other details that can become public information.

How do I file a complaint about a company?

Anyone who believes a company or individual has violated the rules can file a complaint with TDLR. For information on this process, call 1-800-803-9202, or complete the online complaint form at <https://www.tdlr.texas.gov/complaints/>.

Can property owners do mold assessment or remediation on their own property without being licensed?

Yes. A homeowner can take samples for mold or clean it up in the home without a license. An owner, or a managing agent or employee of an owner of a residential property is not required to be licensed, **unless** the property has 10 or more residential dwelling units. For non-residential properties, an owner or tenant, or a managing agent or employee of an owner or tenant, is not required to be licensed to do mold assessment or remediation on property owned or leased by the owner or tenant, **unless** the mold contamination affects a total surface area of 25 contiguous square feet or more. Please refer to 16 TAC §78.30 for further details on exceptions and exemptions to licensing requirements.

For more information about mold and the Texas Mold Assessment and Remediation Rules, contact:
Texas Department of Licensing and Regulation
Mold Assessors and Remediators
PO Box 12057, Austin, TX 78711
Phone: 512-463-6599 or 800-803-9202
www.tdlr.texas.gov
