

Cahill Inspection Services, Inc.

P.O. Box 250282, Plano, Texas 75025, (972) 491-9919 cahill@cahillinspection.com

HOME INSPECTION PROFESSIONAL CONSULTING AGREEMENT

Property address: _____, Texas

Client name: _____ Date of inspection: _____

"CIS" means Cahill Inspection Services, Inc. "TREC" means Texas Real Estate Commission. "WDI" means Texas Official Wood Destroying Insect Report. "Client" means person(s) named above and everyone related to this specific real estate transaction as a purchaser.

1. CIS shall perform a limited visual inspection of the property for the Client using the TREC Standards of Practice, including their limitations. The TREC Standards are at <http://www.trec.state.tx.us>. CIS provides opinions regarding observed significant (material) performance related deficiencies. CIS reserves the right to revise opinions as information changes and welcomes further relevant information. Unless stated, the inspection does not: (a) determine the cause of the defect; (b) prescribe repair methods; (c) inspect to codes or manufacturing standards; (d) provide comprehensive reporting. Any comment regarding the aforementioned is partial in context.

2. Client agrees to pay the fee agreed upon 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 CIS if the report has not been received in the time specified. Client agrees to be responsible to assure report delivery.

3. The client understands and agrees that CIS makes no guarantee or warranty, express or implied: (a) that all defects or conditions have been found; (b) that CIS or the Inspector will pay for repair of undisclosed defects; (c) that

any of the items inspected will continue to perform in the future as they were performing at time of the inspection.

4. The inspection is limited in time and scope. Unless specified: (a) items are operated using only normal controls or modes if, in the opinion of the inspector, consequential damage will not occur (b) the inspector does not move items and only accessible areas are inspected.

5. CIS offers a free WDI (termite) report upon request. The free WDI report does not provide a warranty and CIS recommends Client purchase a termite warranty from one of many pest control or home warranty companies. CIS is licensed and regulated by the TDA Structural Pest Control Service, P.O. Box 1927, Austin, Texas 78767-1927 (512) 305-8250 TPCL 12521. Physical record location 4305 Jenkins Drive, Plano Texas 75024.

6. Client gives permission to CIS to distribute and discuss report findings with parties related to this transaction.

7. In the event of a dispute, Client agrees that prior to taking any action, legal or otherwise Client agrees: (a) to allow CIS 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 CIS expenses if they do not prevail on all claims against CIS. 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.

8. LIMITATIONS OF LIABILITY: Client understands and agrees: (a) that the inspection fee paid to CIS is small relative to the liability associated with performing home inspections and that without the ability to limit liability, CIS would be forced to charge Client much more than the inspection fee agreed upon; (b) Client agrees that CIS and CIS insurance total liability is limited to the amount of the Inspection Fee paid; (c) Client may have this Agreement reviewed by counsel of their choosing; (d) that the services provided by the Inspector fall within the Professional Services Exemption of the Texas Deceptive Trade Practices Act ("DTPA") and agrees that no cause of action exists under the DTPA related to the services provided.

CLIENT INITIALS X

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS CONSULTING AGREEMENT; THAT I UNDERSTAND THE TERMS AND CONDITIONS, THAT I AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND THAT THE REPORT AND RELATED DOCUMENTS WILL BE READ IN THEIR ENTIRETY BEFORE CLOSING. IF THIS IS A JOINT PURCHASE, CLIENT'S SIGNATURE WARRANTS EXPRESSED CONSENT AND AUTHORITY TO SIGN FOR ALL UNSIGNED PARTIES OR PARTIES.

Client Signature X _____ Date _____

Inspector Signature: _____ Date: _____ Inspection Fee: \$ _____