

Cahill Inspection Services, Inc.

P.O. Box 250282, Plano, Texas 75025, (972) 491-9919 Fax (972) 208-0290

HOME INSPECTION PROFESSIONAL CONSULTING AGREEMENT

THIS IS A LEGAL AGREEMENT. PLEASE READ BEFORE SIGNING. YOU HAVE THE RIGHT AND IT IS PRUDENT TO CONSULT YOUR ATTORNEY PRIOR TO SIGNING THIS AGREEMENT. ASK QUESTIONS IF YOU ARE UNSURE.

Property address: _____, Texas

Client name: _____ Date of inspection: _____

Summary: **This agreement explains how the inspection will be done and limits CIS liability solely to the amount of the inspection fee paid.** Additional or comprehensive inspections may be available for higher fees. CIS apologizes for the length of this agreement but it results from the regulatory environment we live in. It is important to read this agreement. If you have a question or concern please call us.

For the purpose of this agreement:

CIS means any inspector, independent contractor, owner, officer, agent or employee of Cahill Inspection Services, Inc. and Cahill Inspection Services, Inc.

CIS STANDARDS OF PRACTICE means a document used to define the inspection scope, limitations, exclusions and departures. The CIS Standards amend the Texas Real Estate Commission (TREC) standards to provide clarification of requirements including CIS departures from the TREC Standards. Departures primarily include: activity that may cause injury to the inspector; damage to the property; comparing homes to codes; finding and reporting all defects, prior repairs, minor or immaterial items; moving or disassembling items.

CLIENT means persons or entities specified at "Client name" including all undisclosed spouse, partners, relatives or entities to this transaction.

INSPECTOR means a person who is licensed by the Texas Real Estate Commission to inspect.

PROPERTY means only the primary residential dwelling unit located at the "Property address" unless otherwise specified in the Report.

REPORT means the written TREC report, the CIS Standards of Practice, CIS photos, TREC Form OP-I, CIS internet addenda references in the TREC report, other referenced addendums and this agreement.

TREC – Texas Real Estate Commission. TREC regulates home inspectors in Texas.

1. In exchange for the Inspection Fee paid to CIS by the Client, CIS shall provide the services of an Inspector to perform a limited visual inspection of the property using CIS Standards of Practice. The CIS Standards are similar to nationally recognized trade association inspection standards but are a preliminary step to a complete TREC inspection. CIS may provide the TREC inspection as a follow-up to this inspection for an additional fee upon client request. The main difference between CIS and TREC standards is TREC compares older homes to modern code, is comprehensive in context and addresses exceptionally minor items such as torn screens, missing dishwasher rack rollers and oven timer knobs.

2. The inspection is limited in time and scope. Time will vary depending on age, condition and extenuating circumstances but generally does not exceed 1 hour per 1,000 square feet. The visual inspection looks for obvious material deficiencies that exist at the time of inspection at readily accessible areas. Conditions that are judged by the inspector as insignificant or immaterial may be reported as a courtesy however such reporting is partial in context. Unless specified,

items are operated using only normal controls or modes if, in the opinion of the inspector, consequential damage will not occur. The Inspector does not disassemble or move items to access obstructed areas; any such effort is partial in context. Discovery of deficiencies where evidence is discreet, implied or requires observation from multiple perspectives are beyond the scope of this inspection but will be commented on if recognized by happenstance. The CIS inspector is acting as a generalist and not an expert regardless of any specialty license, certification or degree the inspector may have.

3. The Report provided by CIS provides good-faith first impression opinions concerning observed deficiencies. The opinions are not necessarily statements of fact and all opinions are subject to verification by the Client via specialists. By signing this Consulting Agreement, the Client understands 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. CIS expressly reserves the right to revise opinions as information changes and welcomes further relevant information.

4. CIS opinions may not reflect: 1) the total extent of defects or damage; defects that have been cosmetically masked to impair detection or which in the judgment of the inspector are discreet; 2) conditions in inaccessible areas; 3) defects that may have or could have been disclosed by a Sellers Disclosure or an inspection performed by an Engineer / Specialist; 4) defects that may have or could have been disclosed by an inspection using special tools or different lighting; 5) deficiencies that may become evident later under different conditions and usage.

5. If CIS's performance is prevented by any cause, CIS shall be excused from this agreement and held harmless. Client agrees that CIS is not bound by any contract terms Client may have with any other party such as the seller or lender.

6. Client agrees to carefully read the report, the CIS Standards of Practice and any photos or addendum prior to purchase or a binding interest in the property. Oral opinions provided by the inspector are partial in context and superseded by the written report. Client is advised to have reported items fully investigated by appropriate experts prior to purchasing the property.

7. CIS will provide gratuitous limited comments about termites. All such comments are provided without compensation. If you or your lender requires the Official Texas Wood Destroying Insect (WDI) report please notify us and we will prepare a Texas TDA SPCS Official report solely as a courtesy. Gratuitous comments about pests do not provide a warranty as to presence of pests or their damage. 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

8. Exclusivity: Client gives permission to CIS to distribute and discuss report findings with parties related to this transaction including real estate agents. Client agrees they will not: 1) sell the report to any other party; 2) provide the report to any person who may rely on it for purchase of the property.

Client Initials _____

9. Client agrees to be fully responsible for themselves and any guests or relatives of the Client during the inspection. Client is advised that ladders and areas such as mechanical / electrical areas, roofs, attics or crawl spaces are unsafe.

10. Limitations and Exclusions: The following is derived primarily from the State of Texas Standards of Practice for Inspectors. Client is advised, that unless specified in the report, (1) CIS does not inspect: items other than those listed in the CIS Standards of Practice; anything buried, hidden, latent or concealed; cosmetic or aesthetic conditions; automated or programmable control systems, automatic shut-off, photoelectric sensors, timers, clocks, metering devices, signal lights, lightning arrestors, remote controls, security or data distribution systems. (2) CIS does not report: past repairs that appear or are judged by the inspector to be effective and workmanlike; finish damages that are unlikely to affect performance or unrelated to water penetration. (3) CIS does not determine: the priority, significance or consequence of deficiency discoveries; conditions prior or subsequent to inspection; insurability, warrantability, habitability, adequacy, capacity, reliability, marketability, operating costs, recalls, life expectancy, age, insulation characteristics, counterfeit products, energy efficiency, thermostatic operation, code compliance, utility sources, manufacturer or regulatory requirements; presence or absence of pests or wood-destroying organisms; presence, absence or risk of any environmental pathogen, carcinogen, toxin or poison; types of wood, preservative treatment, fastener placement or compatibility. (4) CIS does not warrant: absence of leakage; future performance of any item. (5) CIS does not: operate or inspect items requiring use of codes, keys, combinations or other such devices including shut-off, safety or stop valves; designate conditions as hazardous or safe; recommend or provide engineering, architectural, appraisal, mitigation, physical surveying, realty or other specialist services; review historical or technical records, installation instructions, repair plans, cost estimates, disclosure documents, or other reports; operate or verify inaccessible drain systems, recirculation or sump pumps, pressure or pressure regulation devices; remedy conditions preventing inspection of any item; apply open flame to operate any appliance; turn on decommissioned equipment, systems or utility services; walk on roofs where eave is higher than 10 feet from ground; access steep roofs or roofs that are slippery or where damage may occur; enter crawl space areas lower than 18 inches below the joists. Client agrees that any comment by CIS regarding these limitations is

partial in context, gratuitous and does not establish precedent. Many more limitations and exclusions are contained in the CIS Standards of Practice, report and addenda.

11. Attorney Fees: CIS and the Client agree that in the event any dispute or controversy arises as a result of this agreement and the services provided the prevailing party shall be entitled to recover all of the prevailing party's reasonable and necessary attorneys' fees and costs incurred by that party. Client agrees to pay all of CIS expenses if they do not prevail on all claims against CIS. Client agrees that by signing or electronically agreeing to these terms they will indemnify CIS for all expenses that may result due to actions brought against CIS by unsigned parties of a joint purchase.

12. Disclaimer of Warranties: The client understands and agrees that CIS makes no guarantee or warranty, express or implied, as to any of the following: (1) That all defects or conditions that impart a liability to the Client have been found or that the Inspector will pay for repair of undisclosed defects; (2) That any of the items inspected are designed or constructed in a good and workmanlike manner; (3) That any of the items inspected will continue to perform in the future as they were performing at time of the inspection; and (4) That any of the items inspected are merchantable or fit for any particular purpose.

13. If any portion of this agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between CIS and the Clients.

14. Client agrees to pay the fee listed at the bottom of this page. If Client provides CIS with credit / debt card information this agreement gives permission to CIS to process the card for the agreed fee. Cancellations, rescheduling with less than 24 hours notice or return trips are subject to a \$150 dollar fee plus an hourly fee of \$125 if applicable. Payment is due at the end of the inspection and prior to report delivery.

15. Client agrees that prior to taking any action, legal or otherwise Client shall: (1) submit a written claim to CIS within (10) days of the deficiency discovery to the address on the top of this agreement via certified mail. The written claim shall describe the suspected deficiency. (2) allow CIS, their agent or legal representative to perform a reinspection of deficiencies stated in the claim. (3) Agree not to disturb or repair the disputed item prior to a reinspection except in cases where injury or subsequent property damage may occur.

16. LIMITATIONS OF LIABILITY: By signing this agreement, Client understands, agrees and acknowledges that the Inspection Fee paid to CIS is small relative to the risk of liability associated with performing home inspections. Client acknowledges that without the ability to limit liability, CIS would be forced to charge Client much more than the Inspection Fee agreed upon. Client acknowledges being given the opportunity to have this Agreement reviewed by counsel of their choosing and further acknowledges the opportunity of hiring a different Inspector to perform the Inspection. **By signing this Agreement, Client agrees that CIS and CIS insurance total liability is limited to the amount of the Inspection Fee paid and this liability shall be exclusive.** Client may negotiate with CIS to accept additional liability for increased fees and understands more comprehensive inspections are available from CIS or other service providers for additional fees.

DISPUTE RESOLUTION Any dispute, controversy, interpretation or claim, including claims for but not limited to, request for professional liability insurance compensation, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be submitted for final and binding arbitration under the Rules and Procedures of the Expedited Arbitration of Home Inspection Disputes of Construction Arbitration Services, Inc. (www.cas-usa.org) pursuant to Chapter 171 of the Texas Civil Practice & Remedies Code and in accordance with this arbitration agreement. This Service Agreement, the CIS Standards of Practice and the Report shall govern the dispute and any settlement.

CLIENT INITIALS X

BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS 2 PAGE CONSULTING AGREEMENT; THAT I UNDERSTAND THE TERMS AND CONDITIONS AND THAT I AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. 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: \$ _____