

**CAHILL INSPECTION SERVICES, INC.**  
P.O. BOX 250282, PLANO, TX 75025 (972) 491-9919 FAX (972) 208-0290

The Client(s) \_\_\_\_\_

**The above parties agree to the following:** In consideration for the fee received, Cahill Inspection Services Inc. shall provide the services of a licensed real estate inspector to perform a limited "Real Estate Inspection" and / or optional "Wood Destroying Insect Inspection". Cahill Inspection Services, Inc. and the Inspector are hereinafter referred to "CIS". The inspection(s) is regarding the property located at:

Address: \_\_\_\_\_ Date: \_\_\_\_\_

**HOME INSPECTION AND WOOD DESTROYING INSECT INSPECTION CONTRACT**

**A Wood Destroying Insect Inspection is provided with the Home Inspection**

**In exchange for the fee paid, client(s) hire CIS to perform a Home Inspection and Wood Destroying Insect Inspection. Client(s) is purchasing professional opinions, not a warranty or service contract.** The inspection to be performed is solely an attempt to identify significant and necessary (for function) repair needs only at readily accessible areas. CIS intends to be observant and reduce client(s) risk, however **the inspection may not eliminate risk** due to the inspection's cursory scope, visual nature and extenuating circumstances. CIS can not represent that any structure is free of latent defects, nor is the inspection to be construed as a complete list of potential repairs as CIS is acting as a generalist and not a specialist. **CIS will not identify all repair needs or issues of concern.** If the client(s) is concerned about the expense or risk of undiscovered conditions, the client(s) should consider purchasing comprehensive inspections requiring additional fees or services of other professionals and CIS is available to discuss these

options at no charge. Separate written reports for the home inspection and optional Wood Destroying Insect (WDI) inspection will be e-mailed, faxed or delivered after the inspection. **The client(s) agrees to be fully responsible for assuring receipt of reports, reading of reports, and acceptance of all terms prior to closing.** Client(s) agrees that the reports may not be used by any home warranty or insurance company for underwriting purposes. Client(s) gives permission to CIS to discuss report findings with Realtors, owners, repair persons or other interested parties. Client(s) acknowledges that specialists should be consulted for complete evaluation, second opinions, repair design and price estimates for items reported as "in need of repair" prior to closing. CIS opinions are subjective and may differ from those of other persons. CIS does not move personal or stored items. No verbal statements by CIS shall expand the scope of this agreement or the report nor should they be relied upon by the client(s).

**SCOPE OF HOME INSPECTION**

Client(s) agrees that the scope of the inspection services to be provided is defined and limited according to The Texas Real Estate Commission (TREC) Standards of Practice and may contain permitted departures. The departures are specified in the report and will vary from house to house. A copy of the

Standards are available to you upon request or at <http://www.trec.state.tx.us>. **CIS will not pay for undiscovered repairs, omissions, interpretation errors, undiscovered wood destroying insect activity and / or damage, or any consequential damage.**

**SCOPE OF WOOD DESTROYING INSECT INSPECTION**

If an optional Official Wood Destroying Insect Report is provided with the home inspection, then the Texas Structural Pest Control Board further defines the scope of the WDI inspection. The inspection addresses conditions that are present and visible at the time of the inspection. The inspection does not guarantee species identification (i.e.: Formosan Termites), however such is available from Texas A&M if desired. **CIS will not pay for treatment of**

**undiscovered WDI activity, repair of WDI damage, or any undiscovered defects or damage of any kind. This is not a warranty or guarantee that the home is free of wood destroying insects.** CIS is licensed and regulated by the Structural Pest Control Board, P.O. Box 1927, Austin, Texas 78767-1927 (512) 305-8250 TPCL 12521

**LIMITATION OF LIABILITY**

The client(s) agrees that the fee paid to CIS should not be regarded as an insurance premium or service contract. CIS makes no express or implied warranty of any kind. Total liability of CIS for any reason is limited to the amount paid by client(s) to CIS. **The inspection fee does not guarantee or**

**warrant future performance or that all issues of concern will be discovered.** If Client(s) is unsatisfied, the inspection fee can be refunded upon written request.

**MEDIATION / ARBITRATION DISPUTE RESOLUTION AGREEMENT**

Any item reported to be "in need of repair" should be fully evaluated prior to closing by the appropriate specialist in that field. If the Client(s) questions the accuracy or adequacy of the CIS report, Client(s) will inform CIS verbally and in writing. Client(s) will allow CIS to re-inspect the condition before Client(s) repairs or replacement is done. If the Client(s) repairs or replaces the condition before CIS has had the opportunity to re-inspect, then CIS is absolved of all responsibility for the repair or replacement of the condition and associated damages. Immediate repair should be made in life threatening situations or if significant risk of property damage exists, however any evidence of deficiency should be preserved for CIS to inspect. Client(s) agrees that CIS's liability is limited to the inspection fee paid.

State agency having jurisdiction thereof. If parties agree, a mediator involved in the parties' mediation may be asked to serve as arbitrator. The arbitrator(s) shall be a citizen of the United States of America. The place of arbitration shall be in Collin County, Texas. The arbitration shall be in the same language the contract was written. The decision of the Med-Arb representative is bound to the terms of this contract, the report and any addenda. The Med-Arb representative will have no authority to award punitive or other damages not measured by the prevailing parties' actual damages... Each party shall bear its own costs and expenses and an equal share of the Med-Arb representative and administrative fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. In the event any portion of the contract, report or addenda is ruled "inadmissible as evidence" the remainder of all aforementioned documents, or any portion thereof, shall remain admissible. In the event the American Arbitration Association is unavailable, a similar dispute resolution service utilizing these contracts may be used. Should any court of competent jurisdiction declare any term, provision, covenant or condition of this contract invalid, void or unenforceable, the remainder of the terms, provisions, covenants or conditions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. Changes to this contract are not accepted without specific written approval of John Cahill, President of Cahill Inspection Services, Inc..

If a controversy or claim arises from or relates to this contract, or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation (Med-Arb) administered by the American Arbitration Association under its Construction Industry Mediation Rules before resorting to arbitration. If the mediation does not result in a settlement of the dispute, then any unresolved controversy or claim arising from or relating to this contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules. The Arbitrator appointed shall have a thorough knowledge of the home inspection industry and its Standards of Practices. The decision of the Arbitrator(s) appointed there under shall be final and binding and may be entered in any court or

**I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT, THAT I WILL READ THE REPORT(S) AND ATTACHMENTS BEFORE PURCHASING THE PROPERTY, 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, SIGNEE REPRESENTS AUTHORITY TO SIGN FOR ALL PARTIES AND AGREES TO INDEMNIFY CIS FOR ALL EXPENSES RELATED TO ACTIONS BROUGHT FORTH BY OR AGAINST PARTNERS IN THE AGREEMENT WHO HAVE NOT SIGNED THIS AGREEMENT.**

CLIENT (S): **X** \_\_\_\_\_ DATE: \_\_\_\_\_  
(IF THIS IS A JOINT PURCHASE, SIGNEE REPRESENTS AUTHORITY TO SIGN FOR ALL PARTIES)

INSPECTOR: \_\_\_\_\_ DATE: \_\_\_\_\_ Total due at end of inspection \$ \_\_\_\_\_