

**Cahill Inspection Services, Inc.**  
PO 250282, Plano, Texas 75025, 972 491-9919

**HOME INSPECTION AGREEMENT**

Property address: \_\_\_\_\_ City: \_\_\_\_\_ Texas

Client name: \_\_\_\_\_ Date of inspection: \_\_\_\_\_

CIS means Cahill Inspection Services, Inc, and/or any Texas Real Estate Commission licensed inspector performing the inspection and/or employee or subcontractor of the aforementioned. TREC means Texas Real Estate Commission. Client means person(s) named above and everyone related to this specific real estate transaction as a purchaser or investor.

CIS reports discovered conditions that, in the opinion of the inspector, appear to be significant adverse performance related defects; some minor items may be reported as a courtesy. CIS will perform a limited visual inspection of the property for the Client using the TREC Standards of Practice (SoP) as a guideline with the following departures. Unless stated in the report CIS: 1) does not inspect or compare the property to building code based or manufacturer specifications. 2) inspects repetitive items in a representative manner. 3) will not discover every possible defect. These departures are due to the typical time limitations that are common in real estate transaction inspections and to reduce cost of service to the Client. CIS is available to discuss comprehensive inspection options and their associated costs. The TREC Standards are at the Texas Real Estate Commission (TREC) internet site. CIS reserves the right to revise opinions as information changes and welcomes further relevant information. The inspection fee does not include the cost of reviewing previous documentation about the property; any comment about such is limited.

Client agrees to pay the inspection fee 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: electronic recordings (audio and or video) will not be made or distributed without written permission of CIS. Client agrees: 1) to assure the Seller or their representative have given permission for the Client, and Client invited visitors other than CIS, to be on site during the inspection. 2) to be responsible for themselves and their guests attending the inspection.

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, damage will not occur (b) the inspector does not move or disassemble items and only accessible areas are inspected.

CIS does not provide an Official Wood Destroying Insect Report (termite), pest inspection or mold inspection. Any comment about pest control or mold is provided without compensation.

Client gives permission to CIS to distribute and discuss report findings with parties directly related to this transaction. The Client agrees the report may not be provided to or relied upon by any insurance provider, residential service contract provider (home warranty) or mortgage company without written permission from CIS.

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.

**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 is advised by the Texas Real Estate Commission (TREC) to consult an attorney if they do not understand the effect of any contractual term contained in the report or any attachments before a binding agreement regarding the property occurs. (d) Client acknowledges 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 INITIAL X**

BY UNDERSIGNING BELOW, CLIENT WARRANTS A COMPLETE UNDERSTANDING OF THESE TERMS AND CONDITIONS. IF THIS IS A JOINT PURCHASE, CLIENTS SIGNATURE WARRANTS EXPRESSED CONSENT AND AUTHORITY TO SIGN FOR ALL UNSIGNED PARTIES.

**Client Signature X** \_\_\_\_\_ Date \_\_\_\_\_  
(IF THIS IS A JOINT PURCHASE, SIGNED REPRESENTS AUTHORITY TO SIGN FOR ALL PARTIES)

Inspector Signature \_\_\_\_\_ Date \_\_\_\_\_ Fee \_\_\_\_\_