

INSPECTION AUTHORIZATION

This is a legal contract—please read before signing.

The address of the property is:

Fee for the home inspection is \$

This Agreement made this day of , 2013, by and between Engineered Real Estate Inspection, PLLC (hereafter listed as "EREI") and the undersigned (hereinafter listed as "Client"), collectively referred to herein as "the Parties." The Parties understand and voluntarily agree as follows:

1. Client hereby employs EREI to conduct a visual inspection of the subject property solely to determine whether items expressly listed on the report appear to function properly at the time of inspection. EREI agrees to perform a visual inspection of the home/building and to provide Client with a written inspection report identifying the defects that EREI both observed and deemed material. EREI may offer comments as a courtesy, but these comments will not comprise the bargained-for report. No oral statements by the Inspector shall be accepted as binding. Verbal statements/comments may be offered on items or systems to Client as a courtesy. However, these comments shall not comprise effect, alter or expand the report and/or this Agreement. The report is the sole information represented to the Client. The report is not a substitute for the seller's disclosure required by real estate agents, property owner(s), and/or property transferor(s).

2. Unless otherwise inconsistent with this Agreement or not possible, EREI agrees to perform the inspection in accordance to the current Standards of Practice of the National Association of Certified Home Inspectors posted at <http://www.nachi.org/sop.htm>. Client understands that these standards contain certain limitations, exceptions, and exclusions, which are available at <http://www.engageinspect.com/exclusions.html>.

3. The inspection and report are performed and prepared for the exclusive use of the Client. The report is non-transferable. EREI reserves the right to institute legal action against any party who distributes or shares information contained within this report with unauthorized parties. An unauthorized user is subject to criminal prosecution. EREI is not responsible for the consequences of unauthorized distribution. The report is not considered a work made for hire. The use of the report by insurance companies to determine insurability is specifically prohibited. The Client gives EREI permission to discuss observations with real estate agents, owners, repair persons, and other interested parties. EREI accepts no responsibility for use or misinterpretation by third parties. EREI's inspection of the property and the accompanying report are in no way intended to be a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. Any and all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose, are expressly excluded by this Agreement.

ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, REPRESENTATION OF WARRANTY, OR GUARANTEE ON THE FUTURE LIFE OF ITEMS INSPECTED ARE EXPRESSLY DISCLAIMED. TO THE EXTENT PERMITTED BY LAW, CLIENT AGREES TO WAIVE THE PROVISIONS OF THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., BUSINESS & COMMERCE CODE. ANY RISK OR LIABILITY ARISING OR RESULTING FROM THE USE OF THE PREMISES BY CLIENT OR ANY THIRD PARTY IS DISCLAIMED. CLIENT AGREES TO AND SHALL INDEMNIFY EREI, ITS AGENTS, OFFICERS EMPLOYEES AND ASSIGNS, FOR AND AGAINST ANY AND ALL CLAIMS BROUGHT BY PARTIES OTHER THAN THE PARTIES TO THIS AGREEMENT, WHETHER BASED ON NEGLIGENCE, ACTIVE OR PASSIVE, WARRANTY OR STRICT LIABILITY ON THE PART OF EREI, ITS EMPLOYEES, AGENTS, OFFICERS OR ASSIGNS. IF CLIENT AND/OR THIRD PARTY ENTERS THE PREMISES, INCLUDING, BUT NOT LIMITED TO THE ATTIC, CRAWL SPACE OR ROOF, OR USES A LADDER, THEY DO SO AT THEIR OWN RISK.

4. EREI assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. Client acknowledges that the liability of EREI, its agents, employees, for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to EREI's negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to EREI, and this liability shall be exclusive. Client waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the Client has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among EREI and Client; and (iii) to enable EREI to perform the inspection at the stated fee.

EREI'S LIABILITY FOR ACTUAL DAMAGES FOR ANY BREACH OF CONTRACT, WARRANTY, NEGLIGENCE ACTION OR OTHERWISE, IS SOLELY LIMITED TO THE INSPECTION FEE PAID TO EREI UNDER THIS AGREEMENT.

5. EREI will not be performing engineering, architectural, plumbing, or any other job function requiring an occupational license during the inspection. Although the inspector holds a valid engineering registration, this Agreement is not for work beyond that within the scope of the basic home inspection.

6. Client assumes all responsibility for negotiation, discussion, coordination, communication, scheduling, etc. with the owner, seller, builder, and all other parties involved in any portion of a real estate transaction or other contract into which they have entered. EREI is not an agent of the Client and does not act or make decisions on the behalf of the Client, in particular with or to these other parties. EREI accepts no responsibility for Client's actions or lack thereof.

7. In the event of a claim against EREI, Client agrees to supply EREI with the following: (1) Written notification of adverse conditions within fourteen days of discovery, and (2) Access to the premises. Failure to comply with the above conditions will release EREI and its agents from any and all obligations or liability of any kind.

NO DEMAND, CLAIM, NEGLIGENCE ACTION, OR OTHERWISE SHALL BE TAKEN OR EXECUTED WITHOUT FIRST FILING A CERTIFICATE OF MERIT BY A QUALIFIED THIRD-PARTY INSPECTION PROFESSIONAL.

8. The Parties agree that this Agreement shall be deemed performable in Austin, Travis County, Texas, any litigation shall be filed in, and any venue for the mediation, arbitration, and/or any legal proceeding shall be in Travis County, Texas. In the event that any dispute relating to this agreement, or any other matters, disputes, or claims between us arises that cannot be resolved by mutual agreement, Client agrees, upon written notice by one party to the other, said dispute shall be subject to non-binding mediation. If mediation is not successful, Client agrees to submit said dispute to binding, non-appealable arbitration before a retired judge who shall be mutually agreed-to between the parties. The mediation and arbitration shall comply with and be governed by the Texas Arbitration Act, Tex. Civ. Prac. & Rem. Code Ann. Ch. 171. The decision of the arbitrator shall be final, conclusive and binding. Judgment on any award so rendered may be entered in any court having jurisdiction. In the event the Client refuses to abide by the decision of the arbitrator, or for any other reason institutes legal action concerning this inspection and fails to prevail on any cause of action alleged, the Client shall be liable to EREI for all attorney's fees, expenses and costs incurred in such action.

IN THE EVENT THAT CLIENT FAILS TO PROVE ANY ADVERSE CLAIMS AGAINST EREI IN A COURT OF LAW, CLIENT AGREES TO PAY ALL LEGAL COSTS, EXPENSES AND FEES OF EREI IN DEFENDING SAID CLAIMS.

9. If any court declares any provision of this Agreement invalid or unenforceable, the remaining provisions will remain in effect. This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of EREI or its agents shall be binding unless reduced to writing and signed by EREI. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. Client shall have no cause of action against EREI after one year from the date of the inspection.

10. Payment of the fee to EREI is due upon completion of the on-site inspection and prior to delivery of the report. The Client agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees, if any. If Client is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity. There will be a charge not less than \$45 for any form of payment that is subsequently dishonored. There will be a charge not less than \$75 for any scheduled inspection that is canceled with less than a 12-hour notification, plus additional time and travel expenses if appropriate.

11. If an Agent for the Client signs this agreement, said Agent hereby represents and agrees that said Agent has full authority of Client to sign this agreement and to bind Client hereto. Any use of, or reliance upon, the contents of the Report by the Client shall constitute a ratification of the Agent's authorization to represent Client.

BY SIGNING BELOW, I CERTIFY THAT I HAVE READ CAREFULLY AND UNDERSTAND THE ABOVE AGREEMENT, AND AGREE TO IT AND ALL THE PROVISIONS AS STATED ABOVE.

Signature: _____ Date: _____