

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 arbitration and/or any legal proceeding shall be in Travis County, Texas. In the event that any dispute arises by and between the parties that cannot be resolved by mutual agreement, whether or not said dispute arises from this Agreement, Client agrees, upon written notice by one party to the other, to submit said dispute to binding, non-appealable arbitration before a retired judge who shall be mutually agreed-to between the parties. The 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 and understand the above agreement, and agree to all the provisions as stated above.

BY SIGNING BELOW, CLIENT HAS CAREFULLY READ AND UNDERSTANDS THE FOREGOING, AGREES TO IT AND ALL THE PROVISIONS, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

Signature: _____ Date: _____