



Kenneth L. Larson
Professional Inspector, TREC #5702
512.751-5199
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CONSULTING AGREEMENT FOR:

Kenneth L. Larson and client whose name appears on the bottom of this document agree that Kenneth L. Larson is a Licensed Real Estate Inspector and will provide a limited visual inspection on the real estate property described in a written inspection report. The inspection will be performed for the exclusive use of the client and will be subject to the terms and conditions of this document and specific terms and conditions noted in the inspection report.

Client is hereby notified that there are "no warranties or guarantees expressed or implied" including any implied warranties, specifically including (but not limited to) any implied warranties of fitness or implied warranties of merchantability. Client Authorizes use of any photos taken for the purpose of clarification in the inspection report.

Client is advised that property owner warranties are available through most real estate companies if warranties are desired. The price of the inspection does not include any such warranties and none are offered or available through Austin Structural Inspections.

It is agreed by both parties that the inspection **Standards of Practice** adopted and published by the Texas Real Estate Commission will be the accepted standards for the performance of the inspection.

Items Excluded from a Normal Home Inspection: The following are specifically excluded from a normal home inspection:

No Structural Pest Inspection: According to the Texas Structural Pest Control Act only persons who possess a valid Structural Pest Control Business License may inspect or make reports with respect to structural pest infestations including any wood destroying organisms including insects such as termite and fungus such as rot. We do not possess a Structural Pest Control Business License and thus cannot legally inspect or make reports with respect to structural pest infestations including any wood destroying organisms. We strongly recommend that you engage the services of a Structural Pest Control Business Licensee.

No Hazardous Materials or Environmental Inspection: There are many hazardous materials or environmental conditions that may be present in a building. This inspection and report does not address any environmental conditions (such as mold or radon) or hazardous materials (such as lead or asbestos).

Arbitration of Disputes: If a controversy or claim related to this contract, the inspection or the inspection report arises, it shall be filed within a reasonable time after discovery of the problem and shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules. Only licensed real estate inspectors will be eligible to serve as the arbitrator. Judgment upon the award rendered by an arbitrator may be entered in any court having jurisdiction thereof. In any arbitration or other legal action in which we are found to be without fault, you agree to reimburse us for any attorney's fees incurred in our defense of the proceeding.

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Certificate of Merit: The client shall make no claim of professional negligence unless the client has first provided me with a written certification executed by an independent Texas Licensed Professional Real Estate Inspector currently practicing in the area of house inspections in the Greater Austin Area for homebuyers. The certification shall: a) contain the name and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a Licensed Professional Real Estate Inspector performing a home inspection under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to me not less than thirty (30) days prior to the presentation of any claim, or the institution of any arbitration or legal proceeding. This certificate of merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

Limitation of Inspection and Liability: The inspection is offered for a limited, fixed fee and is performed within a limited amount of time. Our liability, therefore, is limited, specifically by the following terms and conditions.

Limitation of Inspection: This report is neither an expressed nor implied warranty and/or guarantee as to future life and/or performance of the items inspected. Since the inspection procedure is visual only and is not intended or designed to be diagnostically and/or technically exhaustive, an inherent risk remains that undiscovered problems exist and/or future problems will develop. For these reasons, it is not intended to be, nor should it be implied, that the inspection process could or is intended to identify and/or discover all defects of whatever nature. Client agrees not to rely on the report as the basis for the establishment of property values, for the purchase of the building or for obtaining any type of financial arrangements. Client acknowledges that I am not an insurer and it is not the intent and/or purpose of this inspection procedure to provide client with a risk free purchase or usage of the structure. The purpose of this inspection is to identify (if possible) those items covered by the **Standards of Practice** which appear in need of immediate repair and which lend themselves to discovery by a visual process; therefore, there are no expressed or implied warranties that all problems and/or existing defects of any and all nature have been discovered and noted in the report.

Maximum Liability: Since this is a preliminary visual inspection, it is not possible to eliminate all risks involved in the purchase and/or ownership of the subject property. Client agrees, to the fullest extent provided by law, that our liability for all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Kenneth L. Larson (or Austin Structural Inspections) to the client shall not exceed amount of the fee paid for the inspection and report. This limitation shall apply regardless of the cause of action or the legal theory pled or asserted specifically including, but not limited to, negligence.

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ACKNOWLEDGMENT: I THE UNDERSIGNED HAVE REVIEWED THIS DOCUMENT, UNDERSTAND ITS CONTENT, AND AGREE TO THE TERMS AND CONDITIONS CONTAINED HEREIN **SPECIFICALLY INCLUDING THE CLAUSE TITLED ARBITRATION OF DISPUTES AND THE SECTION TITLED LIMITATION OF INSPECTION AND LIABILITY.**

CLIENT: _____ CLIENT: _____
Signature Printed Name

DATE: _____ e-mail address: _____