

D & L Home Inspection, Inc. Home Inspection Agreement

This INSPECTION AGREEMENT (hereinafter "Agreement") is entered into between D & L Home Inspection, Inc., whose employee is Leon Delaune, Jr. (hereinafter "Inspector"), TREC License No. 5498 and the undersigned below (hereinafter "Client"), on the date noted below.

Scope: In exchange for the Inspection Fee paid by Client, the Inspector agrees to provide the Client with an Inspection Report setting out the Inspector's professional opinions concerning the condition of the Property further described in the report TREC REI-7A-1. The inspection will be performed in accordance with the Standards of Practice promulgated by the Texas Real Estate Commission. Inspector will attempt to identify major defects and problems with the Property. **However, Client acknowledges that the Inspection Report may not identify all defects or problems.**

Inspection Report: The Inspection Report provided by the Inspector will contain the Inspector's professional, good-faith opinions concerning the need for repair or replacement of certain observable items. All statements in the report are the Inspector's opinions and should not be construed as statements of fact or factual representations concerning the Property. **By signing this Agreement, the Client understands 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.** Unless specifically stated, the report will not include and should not be read to indicate opinions as to the environmental conditions, presence of toxic or hazardous waste or substances, presence of termites or other wood-destroying organisms, or compliance with codes, ordinances, statutes or restrictions or the insurability, efficiency, quality, durability, future life or future performance of any item inspected.

This contract is not complete without the referenced attachments submitted together with this document and the TREC Form REI 7A-1 "Property Inspection Report." If this is an inspection, other than a home inspection, TREC Form REI 7A-1, "Property Inspection Report," may not be required.

The Inspection Report is not a substitute for disclosures by sellers and real estate agents. Said disclosure statements should be carefully read for any material facts that may influence or effect the desirability and/or market value of the Property.

Purpose: The purpose of this inspection is to identify and disclose reasonable, visually-observable, major deficiencies of the inspected systems and items at the time of the inspection only and to provide the client with information regarding the home designated and the systems found in typical homes. The inspection is limited to those items which can be seen, easily accessed and/or operated by the Inspector at the time of the inspection as set out in the Inspection Report. Inspector will not remove walls, floors, wall coverings, floor coverings and other obstructions in order to inspect concealed items. Systems and conditions which are not specifically addressed in the Inspection Report are excluded. In no way can this report be relied upon to eliminate risk. The inspection is to determine whether items/systems are performing their intended functions. If a comment is made concerning the condition of any item, client is urged to and agrees to contact a qualified expert to make further inspection, evaluation or repairs of that item or system. Inspector will review with Customer whether each item inspected is performing the function for which it was intended. **Inspector makes no recommendation to purchase or not to purchase the inspected property.**

D & L Home Inspection, Inc. Home Inspection Agreement (cont.)

Disclaimer: This inspection is not intended to be technically exhaustive. This inspection is not considered to be a guarantee or warranty, expressed or implied, regarding: 1. the conditions of the property, 2. continued soundness of the construction or items and systems inspected and it should not be relied on as such. Further, it should not be relied on as such: 1. That all defects have been found or that the Inspector will pay for repair or replacement of undisclosed defects; 2. That any of the items inspected are designed or constructed in a good and workmanlike manner; 3. That any of the items inspected will continue to perform in the future as they are performing at time of the inspection; and 4. That any of the items inspected are merchantable or fit for any particular purpose. Company is neither a guarantor nor insurer. We do not make guarantees or warrant the performance or condition of any item.

Limitation Of Liability: By signing this Agreement, Client acknowledges that the Inspection Fee paid to the Inspector is nominal given the risk of liability associated with performing home inspections if liability could not be limited. Client acknowledges that without the ability to limit liability, the Inspector would be forced to charge Client much more than the Inspection Fee for the Inspector's services. By signing this Agreement, Client agrees to liability being limited to the amount of the Inspection Fee paid by the Client.

Dispute Resolution: In the event of any complaint with this Inspection, Client agrees to notify Inspector, in writing, within (10) ten days of the date of the inspection of the undisclosed problem(s), but before closing, and must thereafter allow for prompt re-inspection of the item, system and/or premise complained of, otherwise, all claims for damages arising out of such complaint are waived by client. Client agrees to allow re-inspection before any corrective action is taken. Client agrees not to disturb or repair or have repaired anything which might constitute evidence relating to a complaint against the Inspector. Client further agrees that the Inspector can either conduct the re-inspection himself or can employ others (at Inspector's expense) to re-inspect the property, or both. You agree that any controversy or claim between you and this company arising out of or relating to the interpretation, performance or breach of any of this agreement shall be settled exclusively by arbitration. Such arbitration shall be conducted pursuant to Chapter 171 of the Texas Civil Practice & Remedies Code and in accordance with this arbitration agreement and the commercial arbitration rules of the AAA. The arbitration award shall be final and binding on both parties. Judgment upon such arbitration award may be entered in any court having jurisdiction. If Client institutes any legal action concerning this inspection, lawsuit (sue) or brings an arbitration claim on this contract and fails to prevail on all of the causes of action alleged, the Client shall be liable to Inspector to pay for all of our attorney's fees incurred in such action.

Exclusivity: The Inspection Report is to be prepared exclusively for the Client named and is not transferable to anyone in any form. Client gives permission for the Inspector to discuss report findings with real estate agents, specialists, or repair persons for the sake of clarification.

Additional Service Notification: By signing this agreement you authorize ADT Security Services, Inc. to call you at the phone numbers you have provided to discuss a special alarm system offer.

Any event of waiver by this company of any right herein, shall not constitute a continuing waiver or subsequent waiver of other rights. This report constitutes the sole and only agreement of parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter within. **By my signature below, I acknowledge that I have read this contract and the attached documents, if any; that I understand the terms and conditions and that I agree to be bound by these terms and conditions. If client is married, client represents that this obligation is a family obligation incurred in the interest of the family.** Also, client acknowledges receipt of all attachments referenced.

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By acceptance, customer agrees to pay all required fee(s) to Inspector (D&L Home Inspection, Inc.) at the time of the inspection. By payment of fees or signature on contract or by electronically accepting terms, Customer listed on Contract & TREC form agrees to all terms in Contract and addendum pages listed.

Credit card charges will show up as “Leon Delaune, Jr.” Customer agrees to pay a \$30.00 fee which shall be incurred for all returned checks or credit card charge backs. If paying by credit card, Customer agrees to allow Inspector to charge the credit card used for initial payment for chargeback fees incurred. If Customer account is referred to collections to retrieve fees owed, Customer shall incur an additional assessment fee of \$100.00 for non-payment of initial fees due in order to cover legal & collection costs. **If payment is to be made by mail, please send signed copy of this contract along with check for amount negotiated & made out to: D & L Home Inspection, Inc., 5800 Greenmeadow Dr., Suite 100, Argyle, TX 76226. On front of check please include: Customer Name, Customer address, Customer home phone, Customer work phone & Customer driver’s license number with state of issue.**

Customer Signature or Signature of Person Accepting Report for Customer Named on Contract

Printed Name and Designation (i.e., buyer, buyer's agent, etc.)

Date