



1602 Brazoswood Place Richmond, Texas 77469

(281) 615-6880; (832) 595-8600

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is made on _____, 200____, between ARTURO MARQUEZ ("Inspector"), TREC # 2685, and _____ ("Client"). The purpose of this writing is to describe all of the terms of this agreement, including the types of inspections the Inspector has agreed to perform for the Client, what the Client will pay in exchange for those services, and the contractual rights and obligations to which the Inspector and Client have agreed.

Nature and Scope of Services

On _____, 200____, at _____:00 ____m., or at such time and date that the Client and Inspector may agree, the Inspector or a representative of the Inspector, will/did provide only the following professional consulting services to the Client: observing and rendering opinions as to the apparent performance of only the visible accessible parts, components, and systems of:

- 1. Basic Structural: Includes and is limited to: foundation systems, roof components, walls ceilings, floors, basement, water penetration, fireplace & chimney, stairs & landings, attached balconies, decks & porches, exterior doors, windows & screens. Excludes: Cosmetic features
- 2. Basic Mechanical: Includes and is limited to: plumbing system, water heater, electrical system, all permanently installed heating-cooling-ventilation equipment and systems, all built in appliances including dishwasher, disposal, exhaust fans, trash compactor, and cooking equipment.
- 3. Wood Destroying Insect Report
- 4. Swimming Pool
- 5. Sprinkler System.
- 6. Other: _____,

of the building located at _____, city of _____, Texas, **EXCLUDING all detached structures, docks, and fences, environmental conditions, geological conditions, presence of toxic or hazardous wastes or substances, compliance with codes-ordinances-statutes or restrictions, permit searches septic systems, timer devices, photocells, intercom systems, security systems, water softeners, cesspools, wells, and solar systems.**

The presence or extent of damage caused by water intrusion within concealed or obstructed areas is not within the scope of this inspection.

The presence of organic growth such as molds or other potentially harmful organic matter or pathogens at any location, concealed or otherwise, is not within the scope of this inspection.

The presence of conditions conducive to organic growth such as molds or other potentially harmful organic matter or pathogens at any location, concealed or otherwise, is not within the scope of this inspection.

Because of the consulting services the Inspector has agreed to provide the Client are limited to making visual observations and providing written subjective opinions of a limited nature, the Inspector cannot and does not agree to be responsible or liable for (1) the failure to observe or provide opinions with respect to any part, component or system of the building that is not included in the inspection as provided in this Agreement; (2) the failure to observe or provide opinions with respect to any defects that cannot be visually observed; or (3) defects which become apparent after the date and time of the inspection, commonly referred to as "latent defects", or the failure to observe or provide opinions regarding such latent defects. It is not within the intent and/or scope of this inspection to determine the habitability, suitability of use, economic life span, deferred maintenance issues, and/or issues unnamed in this inspection and/or in this report. Also, the Inspector DOES NOT AGREE TO MAKE, AND DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONSULTING SERVICES PROVIDED THE CLIENT, OR ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE PARTS, COMPONENTS OR SYSTEMS INCLUDED IN THE INSPECTION PROVIDED FOR BY THIS AGREEMENT.

Terms: Payment due at time of inspection. A \$20.00 fee will be charged on all returned checks. **Total Fees Due:** \$ _____

No Insurer/Limitation of Liability

The Inspector and the Client agree that the Inspector is not an insurer, and that insurance, if any, may be obtainable through home warranty insurance policies in the marketplace, or manufacturer issued insurance policies. The Client understands and agrees that if the Inspector should be found liable for any losses, damages, attorneys' fees, costs, or expenses, no matter the kind or nature, the Inspector's liability shall be limited to a sum equal to the fees paid by the Client to the Inspector for the professional consulting services provided to the Client in accordance with this Agreement. The client agrees that the Inspector shall not be liable for consequential or incidental damages of losses, except to the extent of the limited damage amount provided for in this paragraph.

This agreement contains the only agreement between the Inspector and the Client, and takes the place of any prior understandings or written or oral agreements between the Inspector and the Client regarding the consulting services the Inspector has agreed to provide the Client as described above. Both the Inspector and the Client acknowledge that this written instrument correctly and completely describes all of the terms of their agreement, by signing their names on the spaces below. And, I confirm that I have read and/or understand, and agree to this consulting services contract agreement, and that I agree to be bound by these terms and conditions.

In the absence of client to sign this contract agreement prior to or at the time of the inspection, this contract shall be included and become part of the report. Acceptance of the report, and/or payment for the inspection is an acknowledgment, acceptance, and agreement by Client(s) to the terms of this contract, and limitations listed in the report, and an acknowledgment that the inspection includes only those items listed as inspected in the inspection report.

INSPECTOR:

CLIENT (s) or client's designee:

ARTURO MARQUEZ
PROFESSIONAL INSPECTOR
TREC # 2685
TDH-LRA# 2070515
Tx.SPCB#43672PT

Date: _____
 Send report, in English, to client's realtor:

Send report, in English, to client @ _____

Client Phone #s _____

We DO NOT inspect security systems, Brinks Home Security will provide a free inspection for which we are paid a processing fee. Brinks Home Security will contact you at a later date at the phone numbers you have provided with a special offer.