

This is an Agreement between you, the undersigned Client Hidalgo County & Eduardo Belmarez, and us, the Inspector, pertaining to our inspection of the Property at: 1601 Buffalo Dr, Raymondville, TX 78580.

The terms below govern this Agreement.

1. The fee for our inspection is \$13745.00, payable in full at time of the appointment.
2. We will perform a visual inspection of the building and provide you with a written report identifying the defects that we (1) observed and (2) deemed material. The inspection is a limited visual survey and basic performance evaluation of the systems and components of a building using normal controls that provides information regarding the general condition of a residence at the time of inspection. The inspection is not intended to be a comprehensive investigation or exploratory probe to determine the cause or effect of deficiencies noted by the inspector. Cosmetic items are not part of this inspection and will not be included in the report. The report is only supplementary to the seller's disclosure and does not predict any future changes of structure, systems or building materials. The inspection is not for insurability. If any section of the report is marked as "Deficient" by the inspector further evaluation is needed by a licensed contractor. You are responsible for contacting any licensed contractors for further evaluation. Evaluations by a licensed or qualified contractor may lead to the discovery of additional deficiencies which may involve additional costs and work.
3. Unless otherwise noted in this Agreement or not possible, we will perform the inspection in accordance with the current International Standards of Practice for Inspecting Commercial Properties (ComSOP) found at: <https://ccpia.org/standards-of-practice/> You understand that the ComSOP contains limitations, exceptions, and exclusions. You understand that InterNACHI and the Certified Commercial Property Inspectors Association (CCPIA) is not a party to this Agreement, has no control over us, and does not employ or supervise us.

4. Unless agreed upon in the Scope of Work: We will not test for the presence of radon, a harmful gas. We will not test or inspect for mold. We will not test for compliance with applicable building codes or for the presence of or for any potential dangers arising from the presence of asbestos, lead paint, soil contamination, or other environmental hazards or violations. We will not walk on any roof with clay tile material as it may cause damage. If any structure you want us to inspect is a log structure or includes log construction, you understand that such structures have unique characteristics that may make it impossible for us to inspect and evaluate them. The scope of our inspection will NOT include decay of the interior of walls, log or wood foundations or roofs, or similar defects. Many of these items are inaccessible and will not be inspected.

5. Access Responsibility: It is your responsibility to arrange for the us to receive timely access to the subject property for the walk-through survey portion of the inspection, as well as access to all documents and interviewees needed for the research portion of the inspection. This includes access to all documents, information and previously generated reports in your possession. We are not responsible for obtaining, reviewing or providing information, should the source withhold, impede or delay access. Anything that hinders our access should be noted in the report.

6. Document Procurement: It is your responsibility to obtain copies of all documents and provide them to us if applicable. These documents are most often obtained from the seller or from local government offices. We are not responsible for gathering or paying for copies of appropriate documents to be reviewed. We are not required to uncover and review information that is not provided or cannot be reasonably ascertained or acquired on-site.

7. Obsolescence: You should rely on the inspection report only for the point in time that the inspector's observations were being made and research was being conducted. You should deem the report as obsolete to some extent, even while it is being prepared.

8. Site-Specific: You should understand that an inspection performed in accordance with this Standard only relates to the observations made and research conducted. Consequently, this Standard does not address issues such as business operations at the subject property, deed encumbrances, neighborhood conditions, etc.

9. Multiple Buildings: You understand that an inspection report produced in accordance with this Standard may encompass more than one building within a single report.

10. Cost to Remedy: We are not required to provide repair estimates or opinions of costs to remedy. The offering of these opinions is outside the scope of a commercial inspection.

11. Our inspection and report are for your use only. You give us permission to discuss our observations with real estate agents, owners, repair persons, or other interested parties. You will be the sole owner of the report and all rights to it. We are not responsible for use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our inspection and report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

12. We assume no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquidated damages in an amount not greater than the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the building. You acknowledge that this liquidated damages is not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee.

13. We do not perform work relating to engineering, architectural, plumbing, electrical, heating ventilation and air conditioning (HVAC) or any other job function requiring an occupational license in the jurisdiction where the property

is located. If we hold a valid occupational license, we may inform you of this and you may hire us to perform additional functions. Additional Professional Services may be contracted to complete specialized areas of the inspection such as but not limited to: Electrical, Plumbing, HVAC systems, Engineering and Fire Sprinkler systems.

14. If you believe you have a claim against us, you agree to provide us with the following: (1) written notification of your claim within seven days of discovery in sufficient detail and with sufficient supporting documents that we can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases us from liability.

15. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in the county where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorney's fees incurred in defending that claim. You agree that the exclusive venue for any legal action against Cornerstone Real Estate Inspections, NA3 Group PLLC itself, allegedly arising out of this Agreement, will be in Hidalgo County, Texas. Before bringing any such action, you must provide Cornerstone Real Estate Inspections, NA3 Group PLLC with 30 days written notice of the nature of the claim in sufficient detail and with sufficient supporting documents that Cornerstone Real Estate Inspections, NA3 Group PLLC can evaluate it. In any action against Cornerstone Real Estate Inspections, NA3 Group PLLC, you waive trial by jury.

16. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of the inspection.

17. Past-due fees for your inspection shall accrue interest at 8% per year. You agree to pay all costs and attorney's fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC, or similar entity, you personally guarantee payment of the fee.
18. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement and a re-inspection fee.
19. You may not assign this Agreement.
20. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified counsel before signing this.
21. If there is more than one Client, you are signing on behalf of all of them, and you represent that you are authorized to do so.
22. If you would like a large print version of this Agreement before signing it, you may request one by emailing us.

CANCELLATION FEES:

- Payment in full is required at the time of the services rendered and prior to the start of the inspection.
- In the event of a cancellation of services occurs in less than 24 hours the client at the discretion of the Company may be required to pay fifty percent of the Home Inspection Fee. If the Inspection is canceled less than 12 hours in advance of the inspection the client may be required to pay the full inspection fee(s).

COMMUNICATIONS: All future communications, delivery of all report documents and associated documents will be in electronic format, no hard copies will be provided to the client or their representatives. If hard copies of any documents are requested a minimum fee of \$50.00 will be required for each individual document created in hard copy. Delivery of hard copies, the client is responsible for postage associated. Hard copies will require a minimum of 5 business days for delivery.

HOLD HARMLESS AGREEMENT: CLIENT agrees to hold any and all real estate agents involved in the purchase of the property to be inspected harmless and keep them exonerated from all loss, damage, liability or expense occasioned or claimed by reasons of acts or neglects of the INSPECTOR or his employees or visitors or of independent contractors engaged or paid by INSPECTOR for the purpose of inspecting the subject home.

I HAVE CAREFULLY READ THIS AGREEMENT. I AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

I hereby accept the terms and conditions of this agreement.

Hidalgo County

Eduardo Belmarez

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON September 20, 2022.

Agenda Item No. 87461

Executive Office: _____

VENDOR:

NA3 Group, PLLC
DBA Cornerstone Real Estate Inspectors

COUNTY:

COUNTY OF HIDALGO

Rolando Arriaga, Professional Real Estate
Inspector

Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM

Office of the Criminal District Attorney,
Ricardo Rodriguez, Jr.

ATTEST:

Robert Vina III, Assistant District Attorney

Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:

(If Applicable)

SUPPLEMENTAL SIGNATURES:

(If Applicable)