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PROFESSIONAL ENGINEERING CONSULTING AGREEMENT

(please read carefully – this is a binding legal agreement)

DEFINITIONS: When used in this agreement, the words “we”, “us”, “my”, “I”, “me”, “our”, “engineer” or “the engineer” refer to Matthew T. Gray, PE. The terms “client”, “you” and “your” refer to the client named below.

OWNERSHIP OF ANY REPORT: This agreement is for the provision of a professional engineering consulting service. Any written report summarizing our findings and opinions will be provided to the client and will be copyrighted by me; the report is and will remain my property. Client may disclose the report to whomever they wish. The report is written to meet the specific needs of the client. Third parties may have different needs and priorities and are not authorized to rely on this report.

POST CONSULTING SERVICE PROCEEDINGS:

Questions and Problems: We are available without charge for telephone consultations.

Assignment: This agreement is a personal agreement between you and Matthew T. Gray. No person other than you has a right to rely on the contents of this agreement or on any report produced by me for you for any reason whatsoever.

Limitation of Consulting Service and Liability: The consulting service is offered for a limited, fixed fee and is performed within a limited amount of time. Our liability is limited by the following terms and conditions.

Maximum Liability: Since the consulting service provided is based in part on 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 the engineer to the client shall not exceed the amount of the fee paid for the consulting service. This limitation shall apply regardless of the cause of action or the legal theory pled or asserted specifically including, but not limited to, negligence. This clause is a material inducement for you and me to enter into this agreement.

ACKNOWLEDGMENT: THE UNDERSIGNED HAS REVIEWED THIS DOCUMENT, UNDERSTANDS ITS CONTENT AND AGREES TO THE TERMS AND CONDITIONS CONTAINED HEREIN SPECIFICALLY INCLUDING THE CLAUSE TITLED MAXIMUM LIABILITY. **THE CLIENT FURTHER REPRESENTS AND WARRANTS THAT HE OR SHE HAS FULL AND COMPLETE AUTHORITY TO EXECUTE THIS CONTRACT ON BEHALF OF ANY SPOUSE OR PARTNER, AND TO FULLY BIND ANY SPOUSE OR PARTNER TO ALL THE TERMS, CONDITIONS, EXCLUSIONS AND LIMITATIONS OF THIS AGREEMENT.**

Client Signature	Printed Name of Client
Client Email Address:	
Address of Property Inspected:	
Fee: (please make check payable to Matt Gray, PE; payment required before report can be issued)	Date