

## **CUSTOMER AGREEMENT – NOTHING FURTHER CERTIFICATE**

Applicant hereby requests that Fidelity National Title Insurance Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Alamo Title Company, StarTex Title Company, LLC and/or Charter Title Company ("the Company") furnish Applicant with Reports from time to time based upon the hereinafter defined Title Instruments, which Reports will disclose the Ownership of and Liens and Encumbrances against the land described therein. Applicant acknowledges that the terms "Interest," "Ownership" and "Liens and Encumbrances" are defined terms and shall not have any other meaning herein except as defined in Section 1 of this Agreement. Applicant does not at this time need or desire the benefit or protection afforded by a policy of title insurance nor does the Applicant desire to engage the Company as an abstractor of title. Any Report provided will be solely for the purpose of facilitating Applicant's investigation and for the sole use and benefit of the Applicant and no third party may use or rely upon the Report.

1. The following terms when used in this Customer Agreement and the Report(s) shall mean:

- a. Applicant - The party or parties who have executed this Customer Agreement and who are named in the Report.
- b. Company - The title insurance company providing the Report.
- c. Report - Type of Report requested Nothing Further Certificate.
- d. Interest - The estate in land described in the Report.
- e. Ownership - The vesting of title to the land described in the Report based on the last Title Instrument(s) of record purporting to convey title.
- f. Liens and Encumbrances - Shall be limited to:
  - i. Mortgages or Deeds of Trust and corresponding Assignments of Lien, Assignment of Rents, Modifications, Subordination Agreements and Appointment of Substitute Trustee.
  - ii. Abstracts of Judgments.
  - iii. Notices of and/or Liens for Unpaid Owner's Association Assessments of Fines.
  - iv. Notices of Federal Tax Liens.
  - v. Restitution Liens.
  - vi. Notices of State Tax Liens.
  - vii. Pending Bankruptcy Proceedings.
  - viii. Recorded Leases or Memoranda of Leases.
  - ix. Other Matters:
    1. Deeds.
    2. Declaration of Covenants, Conditions and Restrictions and any amendments.
    3. Easements.
    4. Statement of Location.
    5. Affidavits.
    6. Pending Probate Proceedings.
    7. Pending Divorce Proceedings.
    8. Pending Bankruptcy Proceedings.
    9. Mechanic's Liens.
    10. Mechanic Lien Contracts.
    11. Lis Pendens.
    12. UCC filings.
    13. Child Support Liens.
    14. Maps/Plats.
    15. Owelty Liens.
    16. Municipal Liens or Assessments.
    17. Zoning Ordinance.
    18. Utility agreements.
    19. Notice of Municipal Utility District.
    20. Notice of Public Utility District.

g. Title Instruments:

1. Documents recorded during the agreed upon search period in the Office of the County Clerk of the County in which the land is located and reviewed by the Company to facilitate the Company's issuance of the Report(s) excluding therefrom any documents pertaining to (a) unpatented mining claims, (b) patents, (c) water rights, claims or title to water, (d) the lease, grant, exception or reservation of minerals or mineral rights.
2. Applicant specifically instructs the Company to set forth in the Report(s) only the Ownership of and Liens and Encumbrances against the land disclosed by the Title Instruments. Applicant understands that during the course of preparing a Report, the Company may become aware of other matters pertaining to the land or other interests therein. Even if the Company knows or would have reason to know Applicant may have an interest in these other matters, Applicant imposes no duty or responsibility on the Company to disclose those matters to Applicant either through the Report or otherwise.
3. BY THE EXECUTION AND SUBMISSION OF THIS CUSTOMER AGREEMENT TO THE COMPANY, APPLICANT ACKNOWLEDGES AND AGREES:
  - a. That the Company's sole obligation under the Report, and this Customer Agreement, shall be to set forth the Ownership of and Liens and Encumbrances against the land as disclosed by the Title Instruments and in doing so, the Company is not acting as an abstractor of title.
  - b. That the Company shall not be obligated under the Report to pay costs, attorneys' fees, or expenses incurred in any action, proceeding, or other claim brought against Applicant.
  - c. That the Report is not an abstract of title, title opinion, preliminary report or commitment to issue title insurance.
  - d. That the Company's liability under the Report for an error or omission is, as stated below, limited and that if Applicant desires that the Company assume additional liability, a policy of title insurance, binder, commitment, or guarantee should be requested.
  - e. That the Report is not valid and the Company shall have no liability thereunder unless the Limitations of Liability, as stated below, are attached thereto.

**LIMITATIONS OF LIABILITY**

APPLICANT EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE, AS DEFINED ABOVE, AMONG THE TITLE INSTRUMENTS ARE OUTSIDE THE SCOPE OF THE REPORT.

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS, AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO APPLICANT, DOES NOT INTEND FOR APPLICANT TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

Accordingly, by submitting and signing this Customer Agreement, Applicant expressly agrees and acknowledges that the Report will be issued with this limitation as a part of the consideration that Applicant gives the Company to prepare and issue the Report.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

This Customer Agreement must be signed by the Applicant or an agent representing the Applicant.

Email Address:

