

# INTRUSIVE INSPECTION AGREEMENT

## THIS AGREEMENT LIMITS OUR LIABILITY – PLEASE READ IT CAREFULLY

This Intrusive Inspection Agreement (the "Agreement") is made effective on the date stated on page 2 of this agreement by and between the ESA affiliated Inspection company named on Page 2 of this agreement (hereinafter "Inspector", "we", "us" and "our") and client named on Page 2 of this agreement (hereinafter "Client," "You" or "Your") (collectively "parties"). We are an independently owned and operated company engaged in the business of providing mold inspection services utilizing an ESA accredited Lab for environmental laboratory analysis. You desire to have a Mold Inspection (the "inspection") performed at the address stated on Page 2 of this agreement.

**Purpose.** The purpose of an intrusive inspection is to locate the presence of a microbial problem in the suspect areas of the Subject Property that may be hidden in non-accessible areas and collect appropriate data elements.

**Scope of Mold Inspection with Intrusive Inspection.** A mold inspection consists of a visual inspection in readily accessible areas for mold and/or conditions that may indicate the presence of mold ("red flags"), for example, musty odor and/or evidence of water penetration. If the visual inspection shows no or one "red flag" area, then limited samples will be taken ("Initial Sampling"), as set forth in the "Initial Sampling" section below. If "red flags" are found in multiple areas, then You will be advised and offered the chance to have additional samples collected in any and all identified areas ("Additional Sampling"). It is important to note that all "red flag" areas identified should have samples collected if Remediation Specifications are to be produced. The objective of the mold inspection is to determine whether mold problems exist in the readily accessible area(s) sampled at the time the inspection is performed. As such, the results of mold inspection is not a guarantee that mold does or does not / will or will not exist in the house; the results are indicative only of the presence or absence of mold in the areas sampled at the time the mold inspection is performed. Some areas may be deemed non-accessible where a potential mold condition exists and an intrusive inspection may have to be performed. This inspection consists of potentially drilling a small hole in an area of a "Red Flag" or removing a fixture (receptacle/light switch cover, ceiling tile, etc.) In light of no currently established Threshold Limit Values (TLVs) for the majority of substances of biological origins that are associated with building-related exposures, We follow the guidance of the American Conference of Governmental Industrial Hygienists (ACGIH) 19.5.3.1. NEVER attempt to incorporate remediation activities (unless YOU are fully qualified); You should consult a Remediation Specialist or other appropriate Professionals concerning Mold.

**Visual Inspection.** The visual inspection is the first part of a mold inspection. The purpose of the visual inspection is to identify visible mold or conditions that may be productive to microbial growth (examples musty odor/water intrusion). The sole purpose of the visual inspection is to detect the presence, or likely presence, of mold; therefore, We will not be liable for failure to discover any conditions other than readily apparent and visible mold, including, but not limited to, water penetration.

**Scope of Visual Inspection/Exclusions.** The scope of the visual inspection is limited to readily accessible areas only. We do not remove floor and wall coverings or move furniture, open walls or perform any type of destructive inspection. Certain structural areas are considered inaccessible and impractical to inspect including but not limited to: the interiors of walls and inaccessible areas below; areas beneath wood floors over concrete; areas concealed by floor coverings; and areas to which there is no access without defacing or tearing out lumber, masonry, roofing or finished workmanship; structures; portions of the attic concealed or made inaccessible by insulation, belongings, equipment or ducting; portions of the attic or roof cavity concealed due to inadequate crawl space; areas of the attic or crawl space made inaccessible due to construction; interiors of enclosed boxed eaves; portions of the sub area concealed or made inaccessible by ducting or insulation; enclosed bay windows; portions of the interior made inaccessible by furnishings; areas where locks prevented access; areas concealed by appliances; areas concealed by stored materials; and areas concealed by heavy vegetation. Note: There is no economically practical method to make these areas accessible. However, they may be subject to attack by microbial organisms. NO OPINION IS RENDERED CONCERNING THE CONDITIONS IN THESE AFOREMENTIONED OR OTHER INACCESSIBLE AREAS. However, by signing and agreeing to an intrusive inspection of the possible inaccessible areas, YOU understand that WE will make these areas accessible by

potentially drilling a small hole into the suspected area(s) or removal of fixtures by a nondestructive means to view the area with a borescope.

**Agreement for Further Sampling.** If discovered, You will have an opportunity for sampling of affected areas for an additional fee(s) by executing an Agreement for Further Sampling. In the event You execute the Agreement for Further Sampling, that agreement will become an additional addendum to this agreement. The cost of the additional sampling is in addition to the Mold Survey fee.

**Notice of Claims.** You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission in connection with the Inspection shall be reported to us, in writing, within ten (10) business days of discovery. Unless there is an emergency condition, you agree to allow us a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspection before you, or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. **You understand and agree that any failure to timely notify us and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims you may have against us related to the alleged act or omission unless otherwise prohibited by law.**

**Arbitration.** Any dispute concerning the interpretation of this Agreement or arising from the Inspection and Report (unless based on payment of fee) shall be resolved by binding, non-appealable arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall mutually agree upon an Arbitrator who is familiar with the home inspection industry.

**Limitations Period.** Any legal action arising from this Agreement or from the Inspection and Report, including (but not limited to) the arbitration proceeding more specifically described above, must be commenced within one (1) year from the date of the Inspection. **Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights or claims based thereon.** This time limitation period may be shorter than provided by state law.

**UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY.** IT IS UNDERSTOOD AND AGREED THAT WE AND THE LAB ARE NOT INSURERS AND, THAT THE INSPECTION AND REPORT TO BE PROVIDED UNDER THIS AGREEMENT SHALL NOT BE CONSTRUED AS A GUARANTEE OR WARRANTY OF THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY STRUCTURE, ITEM, OR SYSTEM AT THE SUBJECT PROPERTY. YOU HEREBY RELEASE AND EXEMPT US, THE LAB AND OUR RESPECTIVE AGENTS AND EMPLOYEES OF AND FROM ALL LIABILITY AND RESPONSIBILITY FOR THE COST OF REPAIRING OR REPLACING ANY UNREPORTED DEFECT OR DEFICIENCY AND FOR ANY CONSEQUENTIAL DAMAGE, PROPERTY DAMAGE OR PERSONAL INJURY OF ANY NATURE. IN THE EVENT THAT WE, THE LAB OR OUR RESPECTIVE AGENTS OR EMPLOYEES ARE FOUND LIABLE DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENT MISREPRESENTATION, NEGLIGENT HIRING OR ANY OTHER THEORY OF LIABILITY, THEN THE CUMULATIVE AGGREGATE TOTAL LIABILITY OF US, THE LAB AND OUR RESPECTIVE AGENTS AND EMPLOYEES SHALL BE LIMITED TO A SUM EQUAL TO THE AMOUNT OF THE FEE PAID BY YOU FOR THE INSPECTION AND REPORT.

**Confidentiality.** You understand that the Inspection is being performed (and the Report is being prepared) for your sole, confidential and exclusive benefit and use. The Report, or any portion thereof, is not intended to benefit any person not a party to this Agreement, including (but not limited to) the seller or the real estate agent(s) involved in the real estate transaction ("third party"). *If you directly or indirectly allow or cause the Report or any portion thereof to be disclosed or distributed to any third party, you agree to indemnify, defend, and hold us harmless for any claims or actions based on the Inspection or the Report brought by the third party.*



# LIMITED MOLD SAMPLING AGREEMENT

## THIS AGREEMENT LIMITS OUR LIABILITY – PLEASE READ IT CAREFULLY

This Limited Mold Sampling Agreement (the "Agreement") is made effective on the date stated on page 2 of this agreement by and between the ESA affiliated Inspection company named on Page 2 of this agreement (hereinafter "Inspector", "we", "us" and "our") and client named on Page 2 of this agreement (hereinafter "Client," "You" or "Your") (collectively "parties"). We are an independently owned and operated company engaged in the business of providing home inspection services utilizing a ESA approved Lab for environmental laboratory analysis. You desire to have a Limited Mold Sampling Inspection (the "inspection") performed on a home located at the address stated on Page 2 of this agreement.

**Purpose.** The purpose of Limited Mold Sampling is to detect the presence of mold in Client defined areas of the Subject Property.

**Scope of Limited Mold Sampling.** Limited Mold Sampling consists of a visual assessment for mold problems in area(s) designated by You and the collection/analysis of sample(s) in these designated area(s). Further, the objective of Limited Mold Sampling is to determine whether mold problems exist in the designated area(s) sampled at the time the Limited Mold Sampling is performed. As such, the results of Limited Mold Sampling are not a guarantee that mold does or does not exist in the Subject Property; the results are indicative only of the presence or absence of mold in the areas sampled at the time the Limited Mold Sampling is performed. In light of no currently established Threshold Limit Values (TLVs) for the majority of substances of biological origins that are associated with building-related exposures, We follow the guidelines of the American Conference of Governmental Industrial Hygienists (ACGIH) 19.5.3.1. You understand that Limited Mold Sampling is narrower in scope than a Mold Screen. Limited Mold Sampling will be conducted only in Client-defined areas and is NOT a complete assessment of the Subject Property.

The Inspector is a generalist and is not a Certified Industrial Hygienist or expert in any specific craft or trade. If the Inspector or report recommends further action, including but not limited to consulting with a specialized expert(s), you must do so at your own expense or otherwise assume all risks associated with failure to do so. **This inspection is not technically exhaustive.** The fee charged for this Inspection is substantially less than that of a technically exhaustive inspection.

**Visual Assessment.** The purpose of the visual assessment is to identify visual mold contamination or conditions that may be conducive to microbial growth, for example, musty odor and/or evidence of water penetration, in the area(s) You designate. The sole purpose of the visual assessment is to detect the presence, or likely presence, of mold in the designated area(s); therefore, the Inspector will not be liable for failure to discover any conditions other than readily apparent and accessible mold, including, but not limited to, water penetration. Following the visual assessment, sample collection and lab results, the Client will be provided with a written report stating whether mold or conditions indicating mold were found in the designated area(s).

**Scope of Visual Assessment/Exclusions.** THE SCOPE OF THE VISUAL ASSESSMENT IS LIMITED TO READILY ACCESSIBLE AREAS DESIGNATED BY THE CLIENT ONLY. We do not remove floor and wall coverings or move furniture, open walls or perform any type of destructive inspection. Certain structural areas are considered inaccessible and impractical to inspect including but not limited to: the interiors of walls and inaccessible areas below; areas beneath wood floors over concrete; areas concealed by floor coverings; and areas to which there is no access without defacing or tearing out lumber, masonry, roofing or finished workmanship; structures; portions of the attic concealed or made inaccessible by insulation, belongings, equipment or ducting; portions of the attic or roof cavity concealed due to inadequate crawl space; areas of the attic or crawl space made inaccessible due to construction; interiors of enclosed boxed eaves; portions of the sub area concealed or made inaccessible by ducting or insulation; enclosed bay windows; portions of the interior made inaccessible by furnishings; areas where locks prevented access; areas concealed by appliances; areas concealed by stored materials; and areas concealed by heavy vegetation. Note: There is no economically practical method to make these areas accessible. However, they may be subject to attack by microbial organisms. NO OPINION IS RENDERED CONCERNING THE CONDITIONS IN THESE AFOREMENTIONED OR OTHER INACCESSIBLE AREAS.

**Sampling.** The Inspector will NOT be able to determine the extent or type of microbial contamination from the results of the Visual Assessment. An appropriate number of samples must be collected, as determined by the Visual Assessment, before mold can be identified in designated area(s). You will have an opportunity to have samples taken in areas of the Subject Property You designate to establish the presence and

type(s) of microbial contamination. The Inspector will send samples to an ESA approved Lab, which will analyze them for the presence of mold. The Lab will then issue a report to You detailing the presence and type(s) of mold, if any, found in the samples. A reference guide will be provided, which explains the various types of mold along with any recommended action(s).

**Services.** Visual assessment and sampling locations are listed on the reverse side of this Limited Mold Sampling Agreement.

**Notice of Claims.** You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission in connection with the Inspection shall be reported to us, in writing, within ten (10) business days of discovery. Unless there is an emergency condition, you agree to allow us a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspection before you, or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. **You understand and agree that any failure to timely notify us and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims you may have against us related to the alleged act or omission unless otherwise prohibited by law.**

**Arbitration.** Any dispute concerning the interpretation of this Agreement or arising from the Inspection and Report (unless based on payment of fee) shall be resolved by binding, non-appealable arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall mutually agree upon an Arbitrator who is familiar with the home inspection industry.

**Limitations Period.** Any legal action arising from this Agreement or from the Inspection and Report, including (but not limited to) the arbitration proceeding more specifically described above, must be commenced within one (1) year from the date of the Inspection. **Failure to bring such an action within this time period shall be a complete bar to any such action a full and complete waiver of any rights or claims based thereon.** This time limitation period may be shorter than provided by state law.

**UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY.** IT IS UNDERSTOOD AND AGREED THAT WE AND AND LAB ARE NOT INSURERS AND, THAT THE INSPECTION AND REPORT TO BE PROVIDED UNDER THIS AGREEMENT SHALL NOT BE CONSTRUED AS A GUARANTEE OR WARRANTY OF THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY STRUCTURE, ITEM, OR SYSTEM AT THE SUBJECT PROPERTY. YOU HEREBY RELEASE AND EXEMPT US, THE LAB AND OUR RESPECTIVE AGENTS AND EMPLOYEES OF AND FROM ALL LIABILITY AND RESPONSIBILITY FOR THE COST OF REPAIRING OR REPLACING ANY UNREPORTED DEFECT OR DEFICIENCY AND FOR ANY CONSEQUENTIAL DAMAGE, PROPERTY DAMAGE OR PERSONAL INJURY OF ANY NATURE. IN THE EVENT THAT WE, THE LAB OR OUR RESPECTIVE AGENTS OR EMPLOYEES ARE FOUND LIABLE DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENT MISREPRESENTATION, NEGLIGENT HIRING OR ANY OTHER THEORY OF LIABILITY, THEN THE CUMULATIVE AGGREGATE TOTAL LIABILITY OF US, THE LAB AND OUR RESPECTIVE AGENTS AND EMPLOYEES SHALL BE LIMITED TO A SUM EQUAL TO THE AMOUNT OF THE FEE PAID BY YOU FOR THE INSPECTION AND REPORT.

Services. The Client wishes to have Inspector provide the following mold services:

A visual assessment in the following areas of the Subject Property:

Location of Area(s) to Be Assessed
1.
2.
3.
4.
5.
6.

Note: Attach separate form if additional areas are needed.

Samples collected in the following areas of the Subject Property:

Location of Area to Be Sampled	Type of Sample	Quantity	Price	Total	Initials
1.	Air / Swab / Carpet / Wall		@ \$	= \$	
2.	Air / Swab / Carpet / Wall		@ \$	= \$	
3.	Air / Swab / Carpet / Wall		@ \$	= \$	
4.	Air / Swab / Carpet / Wall		@ \$	= \$	
5.	Air / Swab / Carpet / Wall		@ \$	= \$	
6.	Air / Swab / Carpet / Wall		@ \$	= \$	
7.	Air / Swab / Carpet / Wall		@ \$	= \$	
8.	Air / Swab / Carpet / Wall		@ \$	= \$	

Note: Attach separate form if additional samples are needed.

**Fees.** The total fee for this Limited Mold Sampling Inspection is \$ \_\_\_\_\_ (See above table for details).

THIS INSPECTION, INSPECTION AGREEMENT AND REPORT DO NOT CONSTITUTE A WARRANTY, AN INSURANCE POLICY, OR A GUARANTEE OF ANY KIND; NOR DO THEY SUBSTITUTE FOR ANY DISCLOSURE STATEMENT AS MAY BE REQUIRED BY LAW.

**Confidentiality.** You understand that the Inspection is being performed (and the Report is being prepared) for your sole, confidential and exclusive benefit and use. The Report, or any portion thereof, is not intended to benefit any person not a party to this Agreement, including (but not limited to) the seller or the real estate agent(s) involved in the real estate transaction ("third party"). **If you directly or indirectly allow or cause the Report or any portion thereof to be disclosed or distributed to any third party, you agree to indemnify, defend, and hold us harmless for any claims or actions based on the Inspection or the Report brought by the third party.**

By signing below, You acknowledge that You have read, understand, and agree to the terms and conditions of this agreement, including (but not limited to ) the limitation of liability, arbitration clause and limitation period, and agree to pay the fee listed in the shaded box above. In addition, You acknowledge and agree that the Inspector may notify the homeowner or occupants of the Subject Property (if other than You), as well as any appropriate public agency, of any condition(s) discovered that may pose a safety or health concern.

Client Name \_\_\_\_\_

Property Address \_\_\_\_\_

Street Name

City

State

Zip

CLIENT

INSPECTOR

Client's Signature \_\_\_\_\_

Date \_\_\_\_\_

Company Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date \_\_\_\_\_

# MOLD CLEARANCE TESTING AGREEMENT

## THIS AGREEMENT LIMITS OUR LIABILITY – PLEASE READ IT CAREFULLY

This Mold Clearance Testing Agreement (the "Agreement") is made effective on the date stated on page 2 of this agreement by and between the affiliated Inspection company named on Page 2 of this agreement (hereinafter "Inspector", "we", "us" and "our") and client named on Page 2 of this agreement (hereinafter "Client," "You" or "Your") (collectively "parties"). We are an independently owned and operated company engaged in the business of providing home inspection services utilizing a ESA approved Lab for environmental laboratory analysis. You desire to have a Mold Clearance Inspection (the "inspection") performed on a home located at the address stated on Page 2 of this agreement.

**Purpose.** The purpose of Clearance Testing is to determine the success of the mold remediation efforts inside of existing containment areas to document the areas remediated are safe for occupants to safely enter.

**Scope of Clearance Testing.** Clearance Testing consists of a visual assessment for mold problems in area(s) of remediation activities and the collection/analysis of sample(s) in these designated area(s). Further, the objective of Clearance Testing is to determine if mold problems still exist in the designated remediation area(s) sampled. As such, the results of Clearance Testing are not a guarantee that mold does or does not exist in the house; the results are indicative only of the presence or absence of mold in the areas sampled at the time the Clearance Testing is performed. In light of no currently established Threshold Limit Values (TLVs) for the majority of substances of biological origins that are associated with building-related exposures, we follow the guidance of the American Conference of Governmental Industrial Hygienists (ACGIH) 19.5.3.1. Clearance is defined as air samples collected indoors being quantitatively equal to or less than the outdoor samples, and qualitatively similar. Clearance Testing will be conducted when mold remediation and cleanup efforts are completed but *before* containment is removed.

The Inspector is a **generalist** and is not a Certified Industrial Hygienist or expert in any specific craft or trade. If the Inspector or report recommends further action, including but not limited to consulting with a specialized expert(s), you must do so at your own expense or otherwise assume all risks associated with failure to do so. **This inspection is not technically exhaustive.** The fee charged for this Inspection is substantially less than that of a technically exhaustive inspection.

**Visual Assessment.** The purpose of the visual assessment is to identify visual dust/debris and/or mold contamination or conditions that indicate remediation activities have not been successfully completed. The visual assessment of completed remediation work should be done on a room-by-room basis to ensure that all areas are examined. It is essential that clearance examiners have full knowledge of the extent of the work and specifically which surfaces did *not* require remediation. The clearance examiner should have access to any mold inspection report as well as the job scope of work or specifications and a report from the owner or contractor that the work has been completed. Following the visual assessment, sample collection and lab results, You will be provided with a written report stating whether the remediation efforts pass clearance.

**Scope of Visual Assessment/Exclusions.** THE SCOPE OF THE VISUAL ASSESSMENT IS LIMITED TO READILY ACCESSIBLE AREAS DESIGNATED BY THE CLIENT ONLY. We do not remove floor and wall coverings or move furniture, open walls or perform any type of destructive inspection. Certain structural areas are considered inaccessible and impractical to inspect including but not limited to: the interiors of walls and inaccessible areas below; areas beneath wood floors over concrete; areas concealed by floor coverings; and areas to which there is no access without defacing or tearing out lumber, masonry, roofing or finished workmanship; structures; portions of the attic concealed or made inaccessible by insulation, belongings, equipment or ducting; portions of the attic or roof cavity concealed due to inadequate crawl space; areas of the attic or crawl space made inaccessible due to construction; interiors of enclosed boxed eaves; portions of the sub area concealed or made inaccessible by ducting or insulation; enclosed bay windows; portions of the interior made inaccessible by furnishings; areas where locks prevent access; areas concealed by appliances; areas concealed by stored materials; and areas concealed by heavy vegetation. Note: There is no economically practical method to make these areas accessible. However, they may be subject to attack by mold organisms. NO OPINION IS RENDERED CONCERNING THE CONDITIONS IN THESE AFOREMENTIONED OR OTHER INACCESSIBLE AREAS.

**Sampling.** Clearance air sampling consists of sampling all containment areas using the ACGIH air sampling protocol. For each containment area, two (2) indoor air

samples will be collected and one (1) outdoor sample collected. The samples will be sent to an ESA approved Lab, which will analyze them for the presence of mold. The Lab will then issue a report detailing the presence and type(s) of mold. Acceptable clearance is reached when air samples collected indoors being quantitatively equal to or less than the outdoor samples, and qualitatively similar.

**Services.** Sampling locations are listed on the reverse side of this Clearance Testing Agreement.

**Notice of Claims.** You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission in connection with the Inspection shall be reported to us, in writing, within ten (10) business days of discovery. Unless there is an emergency condition, you agree to allow us a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspection before you, or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. **You understand and agree that any failure to timely notify us and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims you may have against us related to the alleged act or omission unless otherwise prohibited by law.**

**Arbitration.** Any dispute concerning the interpretation of this Agreement or arising from the Inspection and Report (unless based on payment of fee) shall be resolved by binding, non-appealable arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall mutually agree upon an Arbitrator who is familiar with the home inspection industry.

**Limitations Period.** Any legal action arising from this Agreement or from the Inspection and Report, including (but not limited to) the arbitration proceeding more specifically described above, must be commenced within one (1) year from the date of the Inspection. **Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights or claims based thereon.** This time limitation period may be shorter than provided by state law.

**UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY.** IT IS UNDERSTOOD AND AGREED THAT WE AND THE LAB ARE NOT INSURERS AND, THAT THE INSPECTION AND REPORT TO BE PROVIDED UNDER THIS AGREEMENT SHALL NOT BE CONSTRUED AS A GUARANTEE OR WARRANTY OF THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY STRUCTURE, ITEM, OR SYSTEM AT THE SUBJECT PROPERTY. YOU HEREBY RELEASE AND EXEMPT US, H/M LAB AND OUR RESPECTIVE AGENTS AND EMPLOYEES OF AND FROM ALL LIABILITY AND RESPONSIBILITY FOR THE COST OF REPAIRING OR REPLACING ANY UNREPORTED DEFECT OR DEFICIENCY AND FOR ANY CONSEQUENTIAL DAMAGE, PROPERTY DAMAGE OR PERSONAL INJURY OF ANY NATURE. IN THE EVENT THAT WE, THE LAB OR OUR RESPECTIVE AGENTS OR EMPLOYEES ARE FOUND LIABLE DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENT MISREPRESENTATION, NEGLIGENT HIRING OR ANY OTHER THEORY OF LIABILITY, THEN THE CUMULATIVE AGGREGATE TOTAL LIABILITY OF US, THE LAB AND OUR RESPECTIVE AGENTS AND EMPLOYEES SHALL BE LIMITED TO A SUM EQUAL TO THE AMOUNT OF THE FEE PAID BY YOU FOR THE INSPECTION AND REPORT.

Services. The Client wishes to have Inspector collect samples in the following areas of the Subject Property:

Location or Area to Be Sampled	Type of Sample	Qty	Price	Total	Initials
1.	Air		@ \$	= \$	
2.	Air		@ \$	= \$	
3.	Air		@ \$	= \$	
4.	Air		@ \$	= \$	
5.	Air		@ \$	= \$	
6.	Air		@ \$	= \$	
7.	Air		@ \$	= \$	
8.	Air		@ \$	= \$	
9.	Air		@ \$	= \$	
10.	Air		@ \$	= \$	
11.	Air		@ \$	= \$	
12.	Air		@ \$	= \$	

Note: Attach separate form if additional samples are needed.

**Fees.** The total fee for this Mold Clearance Inspection is \$\_\_\_\_\_ (See above table for details).

THIS INSPECTION, INSPECTION AGREEMENT AND REPORT DO NOT CONSTITUTE A WARRANTY, AN INSURANCE POLICY, OR A GUARANTEE OF ANY KIND; NOR DO THEY SUBSTITUTE FOR ANY DISCLOSURE STATEMENT AS MAY BE REQUIRED BY LAW.

**Confidentiality.** You understand that the Inspection is being performed (and the Report is being prepared) for your sole, confidential and exclusive benefit and use. The Report, or any portion thereof, is not intended to benefit any person not a party to this Agreement, including (but not limited to) the seller or the real estate agent(s) involved in the real estate transaction ("third party"). **If you directly or indirectly allow or cause the Report or any portion thereof to be disclosed or distributed to any third party, you agree to indemnify, defend, and hold us harmless for any claims or actions based on the Inspection or the Report brought by the third party.**

By signing below, You acknowledge that You have read, understand, and agree to the terms and conditions of this agreement, including (but not limited to ) the limitation of liability, arbitration clause and limitation period, and agree to pay the fee listed in the shaded box above. In addition, You acknowledge and agree that the Inspector may notify the homeowner or occupants of the Subject Property (if other than You), as well as any appropriate public agency, of any condition(s) discovered that may pose a safety or health concern.

Client Name \_\_\_\_\_

Property Address \_\_\_\_\_  
 Street Name City State Zip

CLIENT

INSPECTOR

\_\_\_\_\_  
 Client's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Company Name:  
 Title:

\_\_\_\_\_  
 Date

# MOLD POST-CLEANING TESTING AGREEMENT

## THIS AGREEMENT LIMITS OUR LIABILITY – PLEASE READ IT CAREFULLY

This Mold Post-Cleaning Testing Agreement (the "Agreement") is made effective on the date stated on page 2 of this agreement by and between the affiliated Inspection company named on Page 2 of this agreement (hereinafter "Inspector", "we", "us" and "our") and client named on Page 2 of this agreement (hereinafter "Client," "You" or "Your") (collectively "parties"). We are an independently owned and operated company engaged in the business of providing home inspection services utilizing a ESA approved Lab for environmental laboratory analysis. You desire to have a Mold Post-Cleaning Inspection (the "inspection") performed on a home located at the address stated on Page 2 of this agreement.

**Purpose.** The purpose of Post-Cleaning Testing is to determine the success of the mold cleaning efforts in Client identified area(s) to document the areas cleaned are safe for occupants to safely enter.

**Scope of Post-Cleaning Testing.** Post-Cleaning Testing consists of a visual assessment for mold problems in area(s) of cleaning activities and the collection/analysis of sample(s) in these designated area(s). Further, the objective of Post-Cleaning Testing is to determine if mold problems still exist in the designated cleaning area(s) sampled. As such, the results of Post-Cleaning Testing are not a guarantee that mold does or does not exist in the house; the results are indicative only of the presence or absence of mold in the areas sampled at the time the Post-Cleaning Testing is performed. In light of no currently established Threshold Limit Values (TLVs) for the majority of substances of biological origins that are associated with building-related exposures, we follow the guidance of the American Conference of Governmental Industrial Hygienists (ACGIH) 19.5.3.1. Post-Cleaning is defined as air samples collected indoors being quantitatively equal to or less than the outdoor samples, and qualitatively similar. Post-Cleaning Testing will be conducted when mold removal and cleanup efforts are completed that did not require containment.

The Inspector is a **generalist** and is not a Certified Industrial Hygienist or expert in any specific craft or trade. If the Inspector or report recommends further action, including but not limited to consulting with a specialized expert(s), you must do so at your own expense or otherwise assume all risks associated with failure to do so. **This inspection is not technically exhaustive.** The fee charged for this Inspection is substantially less than that of a technically exhaustive inspection.

**Visual Assessment.** The purpose of the visual assessment is to identify visual dust/debris and/or mold contamination or conditions that indicate cleaning activities have not been successfully completed. The visual assessment of completed cleaning work should be done on a room-by-room basis to ensure that all areas are examined. It is essential that Post-Cleaning examiners have full knowledge of the extent of the work and specifically which surfaces did *not* require cleaning. The Post-Cleaning examiner should have access to any mold inspection report as well as the job scope of work or specifications and a report from the owner or contractor that the work has been completed. Following the visual assessment, sample collection and lab results, You will be provided with a written report stating whether the cleaning efforts pass Post-Cleaning.

**Scope of Visual Assessment/Exclusions.** THE SCOPE OF THE VISUAL ASSESSMENT IS LIMITED TO READILY ACCESSIBLE AREAS DESIGNATED BY THE CLIENT ONLY. We do not remove floor and wall coverings or move furniture, open walls or perform any type of destructive inspection. Certain structural areas are considered inaccessible and impractical to inspect including but not limited to: the interiors of walls and inaccessible areas below; areas beneath wood floors over concrete; areas concealed by floor coverings; and areas to which there is no access without defacing or tearing out lumber, masonry, roofing or finished workmanship; structures; portions of the attic concealed or made inaccessible by insulation, belongings, equipment or ducting; portions of the attic or roof cavity concealed due to inadequate crawl space; areas of the attic or crawl space made inaccessible due to construction; interiors of enclosed boxed eaves; portions of the sub area concealed or made inaccessible by ducting or insulation; enclosed bay windows; portions of the interior made inaccessible by furnishings; areas where locks prevent access; areas concealed by appliances; areas concealed by stored materials; and areas concealed by heavy vegetation. Note: There is no economically practical method to make these areas accessible. However, they may be subject to attack by mold organisms. NO OPINION IS RENDERED CONCERNING THE CONDITIONS IN THESE AFOREMENTIONED OR OTHER INACCESSIBLE AREAS.

**Sampling.** Post-Cleaning air sampling consists of sampling all containment areas using the ACGIH air sampling protocol. For each containment area, two (2) indoor air

samples will be collected and one (1) outdoor sample collected. The samples will be sent to an ESA approved Lab, which will analyze them for the presence of mold. The Lab will then issue a report detailing the presence and type(s) of mold. Acceptable Post-Cleaning is reached when air samples collected indoors being quantitatively equal to or less than the outdoor samples, and qualitatively similar.

**Services.** Sampling locations are listed on the reverse side of this Post-Cleaning Testing Agreement.

**Notice of Claims.** You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission in connection with the Inspection shall be reported to us, in writing, within ten (10) business days of discovery. Unless there is an emergency condition, you agree to allow us a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspection before you, or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. **You understand and agree that any failure to timely notify us and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims you may have against us related to the alleged act or omission unless otherwise prohibited by law.**

**Arbitration.** Any dispute concerning the interpretation of this Agreement or arising from the Inspection and Report (unless based on payment of fee) shall be resolved by binding, non-appealable arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall mutually agree upon an Arbitrator who is familiar with the home inspection industry.

**Limitations Period.** Any legal action arising from this Agreement or from the Inspection and Report, including (but not limited to) the arbitration proceeding more specifically described above, must be commenced within one (1) year from the date of the Inspection. **Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights or claims based thereon.** This time limitation period may be shorter than provided by state law.

**UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY.** IT IS UNDERSTOOD AND AGREED THAT WE AND THE LAB ARE NOT INSURERS AND, THAT THE INSPECTION AND REPORT TO BE PROVIDED UNDER THIS AGREEMENT SHALL NOT BE CONSTRUED AS A GUARANTEE OR WARRANTY OF THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY STRUCTURE, ITEM, OR SYSTEM AT THE SUBJECT PROPERTY. YOU HEREBY RELEASE AND EXEMPT US, THE LAB AND OUR RESPECTIVE AGENTS AND EMPLOYEES OF AND FROM ALL LIABILITY AND RESPONSIBILITY FOR THE COST OF REPAIRING OR REPLACING ANY UNREPORTED DEFECT OR DEFICIENCY AND FOR ANY CONSEQUENTIAL DAMAGE, PROPERTY DAMAGE OR PERSONAL INJURY OF ANY NATURE. IN THE EVENT THAT WE, THE LAB OR OUR RESPECTIVE AGENTS OR EMPLOYEES ARE FOUND LIABLE DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENT MISREPRESENTATION, NEGLIGENT HIRING OR ANY OTHER THEORY OF LIABILITY, THEN THE CUMULATIVE AGGREGATE TOTAL LIABILITY OF US, THE LAB AND OUR RESPECTIVE AGENTS AND EMPLOYEES SHALL BE LIMITED TO A SUM EQUAL TO THE AMOUNT OF THE FEE PAID BY YOU FOR THE INSPECTION AND REPORT.

Services. The Client wishes to have Inspector collect samples in the following areas of the Subject Property:

Location or Area to Be Sampled	Type of Sample	Qty	Price	Total	Initials
1.	Air		@ \$	= \$	
2.	Air		@ \$	= \$	
3.	Air		@ \$	= \$	
4.	Air		@ \$	= \$	
5.	Air		@ \$	= \$	
6.	Air		@ \$	= \$	
7.	Air		@ \$	= \$	
8.	Air		@ \$	= \$	
9.	Air		@ \$	= \$	
10.	Air		@ \$	= \$	
11.	Air		@ \$	= \$	
12.	Air		@ \$	= \$	

Note: Attach separate form if additional samples are needed.

**Fees.** The total fee for this Mold Post-Cleaning Inspection is \$ \_\_\_\_\_ (See above table for details).

THIS INSPECTION, INSPECTION AGREEMENT AND REPORT DO NOT CONSTITUTE A WARRANTY, AN INSURANCE POLICY, OR A GUARANTEE OF ANY KIND; NOR DO THEY SUBSTITUTE FOR ANY DISCLOSURE STATEMENT AS MAY BE REQUIRED BY LAW.

**Confidentiality.** You understand that the Inspection is being performed (and the Report is being prepared) for your sole, confidential and exclusive benefit and use. The Report, or any portion thereof, is not intended to benefit any person not a party to this Agreement, including (but not limited to) the seller or the real estate agent(s) involved in the real estate transaction ("third party"). **If you directly or indirectly allow or cause the Report or any portion thereof to be disclosed or distributed to any third party, you agree to indemnify, defend, and hold us harmless for any claims or actions based on the Inspection or the Report brought by the third party.**

By signing below, You acknowledge that You have read, understand, and agree to the terms and conditions of this agreement, including (but not limited to ) the limitation of liability, arbitration clause and limitation period, and agree to pay the fee listed in the shaded box above. In addition, You acknowledge and agree that the Inspector may notify the homeowner or occupants of the Subject Property (if other than You), as well as any appropriate public agency, of any condition(s) discovered that may pose a safety or health concern.

Client Name \_\_\_\_\_

Property Address \_\_\_\_\_  
 Street Name City State Zip

CLIENT

INSPECTOR

\_\_\_\_\_  
 Client's Signature

\_\_\_\_\_  
 Company Name:  
 Title:

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
 Date

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
 Date

# MOLD SCREEN INSPECTION AGREEMENT

## THIS AGREEMENT LIMITS OUR LIABILITY – PLEASE READ IT CAREFULLY

This Mold Screen Inspection Agreement (the "Agreement") is made effective on the date stated on page 2 of this agreement by and between the ESA affiliated Inspection company named on Page 2 of this agreement (hereinafter "Inspector", "we", "us" and "our") and client named on Page 2 of this agreement (hereinafter "Client," "You" or "Your") (collectively "parties"). We are an independently owned and operated company engaged in the business of providing home inspection services utilizing a ESA approved Lab for environmental laboratory analysis. You desire to have a Mold Screen Inspection (the "inspection") performed on a home located at the address stated on Page 2 of this agreement.

**Purpose.** The purpose of the Mold Screen is to detect the presence of a microbial problem in the inspected areas of the Subject Property.

**Scope of Mold Screen.** The Mold Screen consists of a visual inspection in readily accessible areas for mold and/or conditions that may indicate the presence of mold ("red flags"), for example, musty odor and/or evidence of water penetration. If the visual inspection shows no or one "red flag" area, then limited samples will be taken ("Initial Sampling"), as set forth in the "Initial Sampling" section below. If "red flags" are found in multiple areas, then You will be advised and offered the chance to have additional samples collected in any and all identified areas ("Additional Sampling"). Finally, if You so elect, the Inspector may only take samples in areas designated by the You ("Limited Mold Sampling"). The objective of the Mold Screen is to determine whether mold problems exist in the readily accessible area(s) sampled at the time the Mold Screen is performed. As such, the results of Mold Screen are not a guarantee that mold does or does not / will or will not exist in the house; the results are indicative only of the presence or absence of mold in the areas sampled at the time the Mold Screen is performed. In light of no currently established Threshold Limit Values (TLVs) for the majority of substances of biological origins that are associated with building-related exposures, We follow the guidance of the American Conference of Governmental Industrial Hygienists (ACGIH) 19.5.3.1.

**Visual Assessment.** The purpose of the visual assessment is to identify visual mold contamination or conditions that may be conducive to microbial growth, for example, musty odor and/or evidence of water penetration, in the area(s) You designate. The sole purpose of the visual assessment is to detect the presence, or likely presence, of mold in the designated area(s); therefore, the Inspector will not be liable for failure to discover any conditions other than readily apparent and accessible mold, including, but not limited to, water penetration. Following the visual assessment, sample collection and lab results, the Client will be provided with a written report stating whether mold or conditions indicating mold were found in the designated area(s).

**Scope of Visual Inspection/Exclusions.** The scope of the visual inspection is limited to readily accessible areas only. We do not remove floor and wall coverings or move furniture, open walls or perform any type of destructive inspection. Certain structural areas are considered inaccessible and impractical to inspect including but not limited to: the interiors of walls and inaccessible areas below; areas beneath wood floors over concrete; areas concealed by floor coverings; and areas to which there is no access without defacing or tearing out lumber, masonry, roofing or finished workmanship; structures; portions of the attic concealed or made inaccessible by insulation, belongings, equipment or ducting; portions of the attic or roof cavity concealed due to inadequate crawl space; areas of the attic or crawl space made inaccessible due to construction; interiors of enclosed boxed eaves; portions of the sub area concealed or made inaccessible by ducting or insulation; enclosed bay windows; portions of the interior made inaccessible by furnishings; areas where locks prevented access; areas concealed by appliances; areas concealed by stored materials; and areas concealed by heavy vegetation. Note: There is no economically practical method to make these areas accessible. However, they may be subject to attack by microbial organisms. NO OPINION IS RENDERED CONCERNING THE CONDITIONS IN THESE AFOREMENTIONED OR OTHER INACCESSIBLE AREAS.

**Agreement for Further Sampling.** If two or more "red flag" areas within the Subject Property are identified based upon the results of the visual inspection, We recommend that additional sampling be conducted in each of the areas identified. You will have an opportunity for sampling of suspected microbial affected areas for an additional fee(s) by executing an Agreement for Further Sampling. The cost of any additional sampling is in addition to the Mold Screen fee.

**Initial Sampling/Lab Testing.** Following the visual inspection, two air samples (one indoor and one outdoor) along with a carpet, swab, or additional air sample in one of the common areas will be conducted. The samples will be sent to an ESA approved Lab, which will analyze them for the presence of mold. The Lab will then issue a report detailing the presence and type(s) of mold, if any, found in the samples. A

reference guide will be provided, which explains the various types of mold along with any recommended action(s). Please be advised that the results of the samples taken above only reflect conditions at the time the sampling occurred. Conditions can change over time. This is no guarantee that mold does not exist in other areas of the home. You may wish to seek the advice of an Indoor Air Quality Specialist or other appropriate professional for further advice.

**Report of Visual Inspection Results.** Following the visual inspection and additional sampling (if conducted), You will be provided with a written report identifying: Types and levels of molds read in samples along with sample locations; a description of each type of mold discovered; and a summary of findings. **Remediation Specifications of identified Mold affected areas are not included as part of a Mold Screen Report and You should seek the advice of an Indoor Air Quality Specialist or other appropriate professional for further advice concerning detailed directions on how to address any Mold problems discovered.**

**Notice of Claims.** You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission in connection with the Inspection shall be reported to us, in writing, within ten (10) business days of discovery. Unless there is an emergency condition, you agree to allow us a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspection before you, or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. **You understand and agree that any failure to timely notify us and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims you may have against us related to the alleged act or omission unless otherwise prohibited by law.**

**Arbitration.** Any dispute concerning the interpretation of this Agreement or arising from the Inspection and Report (unless based on payment of fee) shall be resolved by binding, non-appealable arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall mutually agree upon an Arbitrator who is familiar with the home inspection industry.

**Limitations Period.** Any legal action arising from this Agreement or from the Inspection and Report, including (but not limited to) the arbitration proceeding more specifically described above, must be commenced within one (1) year from the date of the Inspection. **Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights or claims based thereon.** This time limitation period may be shorter than provided by state law.

**UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY.** IT IS UNDERSTOOD AND AGREED THAT WE AND THE LAB ARE NOT INSURERS AND, THAT THE INSPECTION AND REPORT TO BE PROVIDED UNDER THIS AGREEMENT SHALL NOT BE CONSTRUED AS A GUARANTEE OR WARRANTY OF THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY STRUCTURE, ITEM, OR SYSTEM AT THE SUBJECT PROPERTY. YOU HEREBY RELEASE AND EXEMPT US, THE LAB AND OUR RESPECTIVE AGENTS AND EMPLOYEES OF AND FROM ALL LIABILITY AND RESPONSIBILITY FOR THE COST OF REPAIRING OR REPLACING ANY UNREPORTED DEFECT OR DEFICIENCY AND FOR ANY CONSEQUENTIAL DAMAGE, PROPERTY DAMAGE OR PERSONAL INJURY OF ANY NATURE. IN THE EVENT THAT WE, THE LAB OR OUR RESPECTIVE AGENTS OR EMPLOYEES ARE FOUND LIABLE DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENT MISREPRESENTATION, NEGLIGENT HIRING OR ANY OTHER THEORY OF LIABILITY, THEN THE CUMULATIVE AGGREGATE TOTAL LIABILITY OF US, THE LAB AND OUR RESPECTIVE AGENTS AND EMPLOYEES SHALL BE LIMITED TO A SUM EQUAL TO THE AMOUNT OF THE FEE PAID BY YOU FOR THE INSPECTION AND REPORT.

**Confidentiality.** You understand that the Inspection is being performed (and the Report is being prepared) for your sole, confidential and exclusive benefit and use. The Report, or any portion thereof, is not intended to benefit any person not a party to this Agreement, including (but not limited to) the seller or the real estate agent(s) involved in the real estate transaction ("third party"). *If you directly or indirectly allow or cause the Report or any portion thereof to be disclosed or distributed to any third party, you agree to indemnify, defend, and hold us harmless for any claims or actions based on the Inspection or the Report brought by the third party.*



# ESA MOLD SURVEY INSPECTION AGREEMENT

## THIS AGREEMENT LIMITS OUR LIABILITY – PLEASE READ IT CAREFULLY

This Mold Survey Inspection Agreement (the "Agreement") is made effective on the date stated on page 2 of this agreement by and between the ESA affiliated Inspection company named on Page 2 of this agreement (hereinafter "Inspector", "we", "us" and "our") and client named on Page 2 of this agreement (hereinafter "Client," "You" or "Your") (collectively "parties"). We are an independently owned and operated company engaged in the business of providing home inspection services utilizing a ESA approved Lab for environmental laboratory analysis. You desire to have a Mold Survey Inspection (the "inspection") performed on a home located at the address stated on Page 2 of this agreement.

**Purpose.** The purpose of the Mold Survey is to detect the presence of a microbial problem in the inspected areas of the Subject Property and collect appropriate data elements to enable remediation specifications.

**Scope of Mold Survey.** The Mold Survey consists of a visual inspection in readily accessible areas for mold and/or conditions that may indicate the presence of mold ("red flags"), for example, musty odor and/or evidence of water penetration. If the visual inspection shows no or one "red flag" area, then limited samples will be taken ("Initial Sampling"), as set forth in the "Initial Sampling" section below. If "red flags" are found in multiple areas, then You will be advised and offered the chance to have additional samples collected in any and all identified areas ("Additional Sampling"). It is important to note that all "red flag" areas identified MUST have samples collected if Remediation Specifications are to be produced. The objective of the Mold Survey is to determine whether mold problems exist in the readily accessible area(s) sampled at the time the Mold Survey is performed. As such, the results of Mold Survey are not a guarantee that mold does or does not / will or will not exist in the house; the results are indicative only of the presence or absence of mold in the areas sampled at the time the Mold Survey is performed. In light of no currently established Threshold Limit Values (TLVs) for the majority of substances of biological origins that are associated with building-related exposures, We follow the guidance of the American Conference of Governmental Industrial Hygienists (ACGIH) 19.5.3.1. NEVER attempt to incorporate remediation activities (unless YOU are fully qualified); You should consult a Remediation Specialist or other appropriate Professionals concerning Mold.

**Visual Inspection.** The visual inspection is the first part of the Mold Survey. The purpose of the visual inspection is to identify visible mold or conditions that may be productive to microbial growth (examples musty odor/water intrusion). The sole purpose of the visual inspection is to detect the presence, or likely presence, of mold; therefore, We will not be liable for failure to discover any conditions other than readily apparent and visible mold, including, but not limited to, water penetration.

**Scope of Visual Inspection/Exclusions.** The scope of the visual inspection is limited to readily accessible areas only. We do not remove floor and wall coverings or move furniture, open walls or perform any type of destructive inspection. Certain structural areas are considered inaccessible and impractical to inspect including but not limited to: the interiors of walls and inaccessible areas below; areas beneath wood floors over concrete; areas concealed by floor coverings; and areas to which there is no access without defacing or tearing out lumber, masonry, roofing or finished workmanship; structures; portions of the attic concealed or made inaccessible by insulation, belongings, equipment or ducting; portions of the attic or roof cavity concealed due to inadequate crawl space; areas of the attic or crawl space made inaccessible due to construction; interiors of enclosed boxed eaves; portions of the sub area concealed or made inaccessible by ducting or insulation; enclosed bay windows; portions of the interior made inaccessible by furnishings; areas where locks prevented access; areas concealed by appliances; areas concealed by stored materials; and areas concealed by heavy vegetation. Note: There is no economically practical method to make these areas accessible. However, they may be subject to attack by microbial organisms. NO OPINION IS RENDERED CONCERNING THE CONDITIONS IN THESE AFOREMENTIONED OR OTHER INACCESSIBLE AREAS.

**Agreement for Further Sampling.** If discovered, You will have an opportunity for sampling of affected areas for an additional fee(s) by executing as Agreement for Further Sampling. In the event You execute the Agreement for Further Sampling, that agreement will become an additional addendum to this agreement. The cost of the additional sampling is in addition to the Mold Survey fee.

**Initial Sampling/Lab Testing.** Following the visual inspection, two air samples (one indoor and one outdoor) along with a carpet, swab, or additional air sample in one of

the common areas will be conducted. The samples will be sent to an ESA approved Lab, which will analyze them for the presence of mold. The Lab will then issue a report detailing the presence and type(s) of mold, if any, found in the samples. A reference guide will be provided, which explains the various types of mold along with any recommended action(s).

**Report of Mold Survey Results.** Following the visual inspection and additional sampling (if conducted), You will be provided with a written report identifying: Types and levels of molds read in samples along with sample locations; a description of each type of mold discovered; and a summary of findings. **If all identified "red flag" areas are sampled, Remediation Specifications will be provided.** These specifications will identify remediation activities based on current EPA guidelines.

**Notice of Claims.** You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission in connection with the Inspection shall be reported to us, in writing, within ten (10) business days of discovery. Unless there is an emergency condition, you agree to allow us a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspection before you, or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. **You understand and agree that any failure to timely notify us and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims you may have against us related to the alleged act or omission unless otherwise prohibited by law.**

**Arbitration.** Any dispute concerning the interpretation of this Agreement or arising from the Inspection and Report (unless based on payment of fee) shall be resolved by binding, non-appealable arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall mutually agree upon an Arbitrator who is familiar with the home inspection industry.

**Limitations Period.** Any legal action arising from this Agreement or from the Inspection and Report, including (but not limited to) the arbitration proceeding more specifically described above, must be commenced within one (1) year from the date of the Inspection. **Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights or claims based thereon.** This time limitation period may be shorter than provided by state law.

**UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY.** IT IS UNDERSTOOD AND AGREED THAT WE AND THE LAB ARE NOT INSURERS AND, THAT THE INSPECTION AND REPORT TO BE PROVIDED UNDER THIS AGREEMENT SHALL NOT BE CONSTRUED AS A GUARANTEE OR WARRANTY OF THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY STRUCTURE, ITEM, OR SYSTEM AT THE SUBJECT PROPERTY. YOU HEREBY RELEASE AND EXEMPT US, THE LAB AND OUR RESPECTIVE AGENTS AND EMPLOYEES OF AND FROM ALL LIABILITY AND RESPONSIBILITY FOR THE COST OF REPAIRING OR REPLACING ANY UNREPORTED DEFECT OR DEFICIENCY AND FOR ANY CONSEQUENTIAL DAMAGE, PROPERTY DAMAGE OR PERSONAL INJURY OF ANY NATURE. IN THE EVENT THAT WE, THE LAB OR OUR RESPECTIVE AGENTS OR EMPLOYEES ARE FOUND LIABLE DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENT MISREPRESENTATION, NEGLIGENT HIRING OR ANY OTHER THEORY OF LIABILITY, THEN THE CUMULATIVE AGGREGATE TOTAL LIABILITY OF US, THE LAB AND OUR RESPECTIVE AGENTS AND EMPLOYEES SHALL BE LIMITED TO A SUM EQUAL TO THE AMOUNT OF THE FEE PAID BY YOU FOR THE INSPECTION AND REPORT.

**Confidentiality.** You understand that the Inspection is being performed (and the Report is being prepared) for your sole, confidential and exclusive benefit and use. The Report, or any portion thereof, is not intended to benefit any person not a party to this Agreement, including (but not limited to) the seller or the real estate agent(s) involved in the real estate transaction ("third party"). *If you directly or indirectly allow or cause the Report or any portion thereof to be disclosed or distributed to any third party, you agree to indemnify, defend, and hold us harmless for any claims or actions based on the Inspection or the Report brought by the third party.*

