



# MOLD SAMPLING AGREEMENT

**PLEASE READ THIS AGREEMENT CAREFULLY**

Inspection Report Number: **RS - XX – XXXX - 10**

- PARTIES:** John Smith (The Client) agrees to employ **AccuPro Inspection Services, LLC** (The Company), to provide for the collection of air samples for mold as set forth herein.
- ADDRESS OF THE PROPERTY TO BE INSPECTED:** 123 Anyplace Street  
**CITY, STATE, ZIP:** Anywhere, AZ 85XXX
- FEE:** The Client agrees to pay the Company, at the time of the sampling, a fee in the amount of \$ XXX.00
- INSPECTION:** The Company agrees to collect air samples for the Client, or his/her agent, at the property specified herein. The sampling will be performed by a Certified Residential Mold Inspector (**The Inspector**), based on the *Standards of Practice of the Indoor Environmental Standards Organization* (“IESO”) in effect at the time of this Inspection, a copy of which is available upon request.

**IT IS FULLY UNDERSTOOD THAT THE RESULTING WRITTEN REPORT AND LABORATORY ANALYSIS IS THE PROPERTY OF THE COMPANY AND THE CLIENT, HOWEVER THE CLIENT IS FREE TO DISTRIBUTE COPIES OF THE MATERIAL TO OTHER INTERESTED PATIES AS NEEDED. IN NO CASE SHALL THIS REPORT BE CONSIDERED AN EXPERT WITNESS REPORT.**

**I APPROVE DISTRIBUTION OF REPORT TO:** No One \_\_\_\_\_ **INITIAL:** \_\_\_\_\_

(Name) \_\_\_\_\_ **INITIAL:** \_\_\_\_\_

(Name) \_\_\_\_\_ **INITIAL:** \_\_\_\_\_

- REPORT:** The Company agrees to provide a written report in its standard form. A sample copy of which is available upon request. The report will describe the sampling and collection method, how the samples were analyzed, how the resulting data can be interpreted and the specific results, by location, on the actual date and time of the inspection and is designed to identify *fungus amplification sites* where a potential mold contamination may exist, and when necessary, suggest further *evaluation by appropriate persons*. The collection results will be forwarded to the client within 48 to 72 hours after the sampling.

- SCOPE OF INSPECTION:** The scope of the sampling is strictly limited as set forth in this Agreement. The inspection is intended to be the collection of a series of air samples in suspect and non-suspect areas of the building per the IESO 1210 Standard Practice for Sampling Mold in Air Using a Cassette Slide Impactor.

***The Client understands and accepts that this is NOT a complete Level II Assessment per the IESO 2210 Standard and that the Inspector is NOT a degreed Industrial Hygienist.***

**INITIAL:** \_\_\_\_\_

7. **INSPECTION REQUIREMENTS AND LIMITATIONS:** The building, and its components and equipment are to be readily accessible on the agreed upon date and time of the inspection. The Inspector is also not required to enter an area or perform any procedure that may damage the property or its components or be dangerous to the Inspector or other persons. This Inspection is not a physical inspection of systems, structure and components, of the primary building, as it relates to their serviceability and structural integrity, nor does it include an inspection for *conditions conducive* for mold.

8. **HOLD HARMLESS:** The Client agrees to hold the Company harmless for any suggestions, interpretations, or recommendations for evaluation by a qualified professional, which the Company has suggested but for which the Client failed to implement or complete.

9. **PROBLEMS:** In the event a problem should develop regarding the services provide to the Client, the Client agrees to notify the Company of the problem by telephone, or otherwise, within two (2) business days and to allow the Company five (5) business days to respond. In the event the problem has not been resolved satisfactorily within the time set forth above and Client desires to make a formal complaint, Client shall send a written complaint to the Company fully describing which items are involved and the nature of the problem. Client agrees NOT to disturb or repair or have repaired any system or items related to the complaint, except in the case of emergency or to reduce or stop injury or damage to persons or property. Client agrees to allow the Company to personally examine upon reasonable notice the items involved in the written complaint prior to repairs or replacement being made.

10. **LIMITED WARRANTY:** Company warrants, for the benefit only of The Client, that the inspection shall conform in all material respects to the IESO Standards of Practice for sampling per the IESO 1210 Standard. Such warranty shall expire the end of ninety (90) days following the actual date of inspection.

**Disclaimer: COMPANY DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WITH RESPECT TO THE INSPECTION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS IN THE PROPERTY.**

**Limitation of Liability:** The cumulative liability of Company to the Client for all claims whatsoever related to the inspection arising under this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all fees paid to Company by the Client under this Agreement. This limitation of liability is intended to apply to all claims of the Client, without regard to which other provisions of this Agreement have been breached or have proven ineffective.

**Consequential and Special Damages:** In no event shall the Company be liable for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against the Client, even if Company has been advised of the possibility of such claims or demands. This limitation on damages and claims is intended to apply to all claims of the Client, without regard to which other provisions of this Agreement have been breached or have proven ineffective.

**ACCEPTED AND AGREED TO ON:**

This 1<sup>st</sup> day of January 2010, in Phoenix (City), Arizona



AccuPro Inspection Services, LLC  
Rich Schaefer, President

\_\_\_\_\_  
Client Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title