



MOLD INSPECTION AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY

Inspection Report Number: RS- - -04

1. **PARTIES:** _____ (The Client) agrees to employ **AccuPro Inspection Services, LLC (The Company)**, to provide a property inspection as set forth herein.

2. **ADDRESS OF THE PROPERTY TO BE INSPECTED:** _____
CITY, STATE, ZIP: _____

3. **FEE:** The Client agrees to pay the Company, at the time of the inspection, a fee in the amount of \$ _____.00

4. **INSPECTION:** The Company agrees to conduct a property inspection for the Client, or his/her agent, and the property specified herein. The inspection 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.

I **ACCEPT** _____ **DECLINE** _____ swab and/or lift tape sampling of sighted suspect mold.

I **ACCEPT** _____ **DECLINE** _____ air sampling for potential airborne mold.

IT IS FULLY UNDERSTOOD THAT THE RESULTING WRITTEN REPORT AND LABORATORY ANALYSIS IS THE PROPERTY OF THE COMPANY AND THE CLIENT AND SHALL NOT BE USED BY OR TRANSFERRED TO ANY OTHER PERSONS WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY AND THE CLIENT. IN NO CASE SHALL THIS REPORT BE CONSIDERED AN EXPERT WITNESS REPORT.

I **APPROVE DISTRIBUTION OF REPORT TO:** **Buyer's Agent** _____ **Seller's Agent** _____
Home Owner _____ **Other (Specify)** _____ **No One** _____

5. **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 and make observations about the conditions of *readily accessible* installed systems and components on the actual date and time of the inspection and is designed to identify *suspect areas and conditions* where a potential mold contamination may exist, and when necessary, suggest further *evaluation by appropriate persons*. The results of the inspection will be presented to the Client both verbally, at the time of the inspection, and in the form of a written report. Additionally laboratory analysis reports on collected samples will be forwarded to the client within 48 to 72 hours after the inspection.

6. **SCOPE OF INSPECTION:** The scope of the inspection is strictly limited as set forth in this Agreement. The inspection is intended to be a non-destructive examination of the residence, its components and attached equipment for evidence of a *suspect condition*. Suspect conditions are those conditions as defined by the IESO inspection standards as

suspect for potential mold contamination. Per the IESO 2110 and 2210 Standard a Level I and/or Level II Assessment respectively shall be performed to include various air, swab and/or tape samples of suspected mold and control surfaces/areas.

The Client is encouraged to attend the inspection, as this can be a valuable opportunity for the exchange of information between the Inspector and the Client. Further, any particular concerns of the Client must be brought to the Inspector's attention prior to the inspection. It shall be understood that the written report does not substitute for the Client's personal presence during the inspection.

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. All utilities and pilot lights must be on and all equipment operational so a full and complete inspection can be done on the date specified. This is the responsibility of the Client. The Inspector is not obligated to change light bulbs, move furniture, obstructions, floor coverings, or remove panels to inspect any part of the property or its components. 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 and its primary parking structure being inspected, as it relates to their serviceability.

8. **HOLD HARMLESS:** The Client agrees to hold the Company harmless for any services, repairs, replacements, upgrades, 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 a Level I and/or Level II Mold Assessment per Standard 2110 and 2210 respectively. 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 ____ day of ____ 2004, in ____ (City), Arizona

AccuPro Inspection Services, LLC
Rich Schaefer, President

Client
[Please print name & address below signature]

