

ESA 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). 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