

# ESA 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).

**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.*

