

# Chosen Home Inspections, Inc.

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Client's Name: \_\_\_\_\_

Inspected Property: \_\_\_\_\_

Street Address: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

City/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## **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 Chosen Home Inspections, Inc. (hereinafter "CHI", "Inspector", "We", "Us", and "Our") and Client named on Page 1 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 sampling services utilizing an ESA approved Lab for environmental laboratory analysis. You desire to have a Limited Mold Sampling Inspection (the "inspection") performed on a subject property located at the address stated on Page 1 of this Agreement. **This Contract MUST be completed by the Client and received by CHI BEFORE services can be performed.**

**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). 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, situations, 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. Signs of water penetration, musty odors, or the visible presence of possible mold, for example, are considered "Red Flags." 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, limited and/or missing flooring, 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).

**NOTICE OF CLAIMS:** Should the Client believe that CHI is liable for any issues arising out of this inspection, then Client shall communicate said issues in writing to include a signed copy of this Agreement to CHI within thirty (30) days from the date of the inspection. Client understands and agrees that any failure to notify CHI as stated above shall preclude Client from pursuing a claim against CHI. Client agrees to wait thirty (30) days from the date of the revisit or when contact is made (whichever is later) before taking any legal action. 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 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. This does not apply to a dispute concerning the payment of the fee. No claims can be brought against CHI for any property not owned by the Client.

**LEGAL ACTION AND FEES:** Client agrees that in the event of litigation involving the inspected property, CHI is only to be named as an expert witness and agrees to execute a litigation agreement with prepayment prior to naming the Inspector in the case. If legal action is brought against CHI by the Client and the Client does not prevail, the Client agrees to pay CHI compensation of all time spent preparing, communicating, traveling, and attending all related events at the rate of sixty dollars per hour plus all legal expenses/costs.

**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.

**SERVICES:** Visual assessment and sampling locations are listed on page 2 of this Limited Mold Sampling Agreement.

**RELEASING INSPECTION FINDINGS:** This Agreement and the Mold Sampling Report are for the confidential, exclusive use and benefit of the Client. However, the Client does agree that should the Inspector find a condition that in his/her opinion represents an immediate danger to the current occupants, he/she may immediately release that information to the occupants, owners, or agents acting on behalf of the owners. CHI is not required or obligated to distribute the Report to anyone other than the Client. However, Client can authorize CHI to distribute the Report to the Client's representative. If CHI distributes the Report to Client's representative, Client authorizes CHI to give the Client's representative inspection software permissions to forward the Report to any individual and/or company for the sole purpose of assisting with the Client's transaction. The Report is nontransferable and may not be used or relied on by others without the consent of CHI. **The Report will not be released until CHI receives the inspection fee (except when payment is made at closing).**

**UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY:** IT IS UNDERSTOOD AND AGREED THAT WE 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 BREECH OF CONTRACT, BREECH OF WARRANTY, NEGLIGENCE MISREPRESENTATION, NEGLIGENCE 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.

**FEE:** CHI accepts payment by credit card, personal check, or cash. **For a home being purchased, CHI does accept payment at closing provided payment is secured with a valid credit card. When inspection fee is to be paid at closing upon Client's request, but those arrangements do not take place for any reason, or the home does not go to closing, or the home is not purchased for any reason, Client agrees to pay the total inspection fee no later than 14 days after the scheduled closing date. In such cases, if payment is not received after 14 days, Client understands and agrees that CHI will charge the credit card used to secure the payment.** Client agrees to pay a \$30 service charge for any dishonored check.

Table 1

Location of Area Assessed	Red Flag Seen
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Table 2

Assessed Location	Type of Sample	Qty	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		@ \$	= \$	
9.	Air / Swab / Carpet / Wall		@ \$	= \$	
10.	Air / Swab / Carpet / Wall		@ \$	= \$	

Client's initials: \_\_\_\_\_ Client agrees to have CHI take mold samples and only pay the sample(s) fees as indicated in Table 2 above.

**OR**

Client's initials: \_\_\_\_\_ Client declines CHI to conduct Mold Sampling Services and understands that the presence of certain types of mold can cause health effects and/or structural damage to a subject property. Client acknowledges and has been advised and encouraged to have mold samples taken due to "Red Flags" seen and/or suspected at the time of the inspection. Red Flags consists of but are not limited to signs and/or evidence or water penetration, musty odors, etc. that are seen or suspected in areas noted in Table 1 above. Client agrees to hold CHI harmless for any damages or responsibility for building conditions which remain undiscovered regarding mold. Lastly, Client is to pay a preliminary inspection fee of \$\_\_\_\_\_.

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 below.

\_\_\_\_\_ Client's initials if Report is to be distributed to his/her representative and granting inspection software permissions for representative to forward Report as indicated in paragraph "RELEASING INSPECTION FINDINGS."

Client's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Inspector's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Total Fee: \$ \_\_\_\_\_**

**Method of Payment**

\_\_\_ Check \_\_\_ Cash \_\_\_ Master Card \_\_\_ Visa \_\_\_ Discover \_\_\_ At Closing (Date: \_\_\_\_\_)

Credit Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Sec. Code: \_\_\_\_\_