

Envision Home Inspections, L.L.C.

MOLD SCREEN INSPECTION AGREEMENT

THIS AGREEMENT LIMITS OUR LIABILITY – PLEASE READ IT CAREFULLY

This Mold Screen Agreement (the "Agreement") is made effective on the date stated on page 2 of this agreement by and between the 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 professional mold screening services utilizing a certified lab for environmental laboratory analysis. You desire to have a Mold Screen with the possibility of further sampling performed on a subject property 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. It will not address remediation guidelines, specifications, or health/allergen issues associated with various types of mold (as each individual reacts differently to various mold types).

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. Three (3) samples are included with the base Mold Screen, one (1) of which **MUST** be an outdoor air sample. If further inspection shows more than two (2) visible mold area(s) OR more than two (2) "red flag" area(s), or any combination thereof, You (or a representative acting on your behalf) will be advised and offered to have additional samples collected in any and all identified areas, as set forth in the "Initial Sampling" section and the "Agreement For Further Sampling" section below. It is important to note that all "red flag" areas identified MUST have samples collected if Remediation Specialists are to be later consulted. The objective of the Mold Screen is to determine whether mold problems exist in the readily accessible area(s) sampled at the time the service is performed. As such, the results of the Mold Screen are not a guarantee that mold does or does not / will or will 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 service 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) 19.5.3.1. NEVER attempt to incorporate remediation activities (unless YOU are fully qualified); You should consult a Remediation Specialist or other appropriate Professionals concerning Mold. WE ARE NOT Remediation Specialists. Please contact the local Health or Environmental Agency should a remediation contractor be needed.

Visual Inspection. The visual inspection is the first part of the Mold Screen. The purpose of the visual inspection is to identify visible mold OR conditions that may be conducive to microbial growth, i.e. "red flags". The sole purpose of the visual inspection is to detect the presence, or likely presence, of mold; therefore, We will not be liable for failure to discover any conditions other than readily apparent and visible mold, including, but not limited to, water penetration.

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 subject 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.

Initial Sampling/Lab Testing. Following the visual inspection, three (3) samples will be taken (two indoor and one outdoor) and in visible mold areas or "red flag" areas, direct samples (tape lifts, swabs) or additional air samples will be taken. The quantity of direct samples or additional air sampling depends upon the condition of the subject property. More than 2 inside samples is considered extra, and extras are covered in the Agreement For Further Sampling in the following paragraph and on the next page. All samples will be sent to a certified 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. Lab reports may take up to 5 days. A reference guide will be provided, which explains the various types of mold (if any).

Agreement for Further Sampling. If more than two (2) inside samples are necessary, (more visible or "red flag" areas are discovered), You (or a representative acting on your behalf) will have an opportunity for sampling of affected areas for an additional fee(s) by executing an Agreement for Further Sampling. In the event You (or a representative acting on your behalf) execute the Agreement for Further Sampling, that agreement will become an additional addendum to this agreement. The cost of additional sampling is in addition to the Mold Screen Inspection fee.

Report of Mold Screen and Sampling Results. Following the visual inspection and sampling, You will be provided with a lab report identifying: Types and levels of molds in samples along with sample locations and a description of each type of mold discovered. The lab report will NOT contain remediation guidelines or specifications, or address various health issues associated with each mold type. For health related issues, please consult Your doctor on how various molds may effect You.

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 Screening 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

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 MOLD SCREEN AND REPORT.

Confidentiality. You understand that the Mold Screen and Report is being performed 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, in relation to this Mold Screen and Report, brought by the third party.*

MOLD SCREEN INSPECTION AND SAMPLE(S)

Service:	Type of Samples	Total
Full Mold Screen Inspection with one (1) outside sample & two (2) inside samples	Air and / or direct (swab, tape, etc.)	\$

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. 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 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 public safety or public health concern.

Client Name _____ Inspection Date / Time _____

Property Address _____
 Street Name _____ City _____ State _____ Zip _____

CLIENT _____ INSPECTOR:
 William N. Boan
 Envision Home Inspections, L.L.C.
 Owner/Inspector _____ Date _____

Client's Signature – By signing I acknowledge that I have read all of the aforementioned agreement on Page 1 and agree to all terms/conditions therein.

AGREEMENT FOR FURTHER SAMPLING (The area below is only to be filled out by inspector, if needed, then signed by client, if needed)

Visual Inspection and Results: Based upon the results of our visual inspection, We recommend that additional samples be taken in the Subject Property. A checked box indicates the condition(s) warranting this recommendation below. You, or a representative acting on your behalf, will be made aware of the areas of the Subject Property where microbial problems OR conditions indicating microbial problems were discovered, and will be given the option for further sampling, as indicated by this section and the table below. This Agreement is not intended to be a substitute or replacement for the visual inspection. Any and all additional samples will be sent to a certified lab that will analyze them for the presence of mold. All sample results will be included in the Mold Report defined in the Mold Screen Inspection Agreement.

_____ Evidence of suspected mold growth is visible in one or more areas of the property. It is recommended that samples in these areas be taken and tested.

_____ A "Red Flag" condition exists in the Subject Property that may indicate a need for sampling. Although there may be no visible signs of mold growth, this condition is conducive to mold growth that could be present in areas not readily visible. The tests recommended are: indoor air sampling, which will identify the type(s) of mold present, if any, and the concentrations of mold spores; a carpet test which will give "historical" data; and/or an inner wall sampling.

Based on the above-checked items, the Client agrees to have the following samples taken in home, as indicated by initials. (Use additional sheet if more space needed)

Location of Area to Be Sampled*	Type of Sample	Quantity	Price	Total	Initials
	Air / Direct / Carpet / Wall		@ \$55	= \$	
	Air / Direct / Carpet / Wall		@ \$55	= \$	
	Air / Direct / Carpet / Wall		@ \$55	= \$	
	Air / Direct / Carpet / Wall		@ \$55	= \$	

*We recommend sampling each of the areas identified in the Mold Report having evidence of microbial problems (or conditions conducive thereto). **Whether and which additional samples are taken is in the sole discretion of the Client.**

Clients authorize and request the Inspector to take the samples initialed above. Clients understand that by requesting further sampling that this Agreement For Further Sampling becomes an additional addendum to the Mold Screen Agreement and subject to the terms thereof. Clients further acknowledge and agree that the Inspector may notify the homeowner or occupants of the Subject Property (if other than me/us) of any conditions in the Subject Property that may pose a health or safety concern.

 Authorized Signature _____ Date _____

The undersigned Client(s), acknowledge that Client(s) have been advised to have the Subject Property tested for mold, and that client(s) understand that the presence of certain types of mold prevalent in housing can pose severe health hazards. Client(s) **decline** that the Inspector conducts the services recommended above. Client(s) agree to hold harmless the Inspector for any damages or responsibility for building conditions which remain undiscovered regarding the discovery of mold and mold spores." Clients also understand that Remediation Specialists cannot produce Remediation Specifications unless the above mentioned samples are collected and analyzed.

 Authorized Signature _____ Date _____