



## ***MOLD CONTRACT AGREEMENT***

WHAT YOU SHOULD EXPECT FROM YOU MOLD INSPECTION is the agreement contract, which must be read and digitally signed to acknowledge your agreement with its terms. By clicking ***I agree*** section on page 3 of 3 you are agreeing to the terms and conditions of this agreement. The inspection cannot proceed until this agreement is accepted and returned to the inspector.

### **WHAT TO EXPECT FROM YOUR MOLD INSPECTION**

1. **PURPOSE:** The purpose of the inspection is to attempt to detect the presence of mold by performing a visual inspection of the property and collecting samples to be analyzed by a laboratory if requested by the client on a fee per sample basis.
2. **SCOPE:** The scope of the inspection is limited to the readily accessible areas of the property and is based upon the condition of the property at the precise time and date of the inspection and on the laboratory analysis of the samples collected if any. The customer and the inspector will set the scope of the inspection prior to the commencement of the inspection. Mold can exist in inaccessible areas such as behind walls and under carpeting. Furthermore mold grows. As such, the report is not a guarantee that mold does or does not exist. The report is only indicative of the presence or absence of mold. Within a basic mold inspection the inspection company makes every effort to point out conditions that may contribute to mold growth. If the client chooses not to pay the basic inspection fee and has requested that only sampling be conducted then all other conditions such as moisture conditions and causes will not be considered or reported upon.
3. **REPORT:** The client will be provided with a written report based upon the scope of the inspection earlier decided upon by the client and the inspector. This report may include the visual observations of the inspector based upon the basic Mold inspection or it may only provide the laboratory analysis of the samples taken or it may include both. The inspection company is not able to determine the extent or type of microbial contamination from visual observations alone. Only laboratory results will be able to determine the results of mold composition. The report is not intended to comply with any legal obligations to disclosure.
4. **EXCLUSIVITY:** The report is intended for the sole, confidential and exclusive use and benefit of the client and the inspection company has no obligation or duty to any other party. The inspection company accepts no responsibility for use by third parties. There are no third party beneficiaries to this agreement. This agreement is not transferable or assignable. Notwithstanding the foregoing, the client understands that the inspection company may notify the homeowner, occupant or appropriate public agency of any condition(s) discovered that may pose a safety or health concern.

5. **LIMITATION OF LIABILITY:** It is understood that the inspection company and the laboratory are not insurers and that the inspection and laboratory analysis and report are not to be construed as a guarantee or warranty of any kind. The client agrees to hold the inspection company and their respective officers, agents and employees harmless from and against any and all liabilities, demands, claims, and expenses incident thereto for injuries to persons and for loss of, damage to, destruction of property, cost of repairing or replacing, or consequential damage arising out of or in connection with this inspection.
6. **LIMITATIONS PERIOD:** Any legal action arising out of this agreement or its subject matter must be commenced within one year from the date of the inspection or it shall be forever barred. The client understands that this limitation period may be shorter than the statute of limitations that would otherwise apply.
7. **LITIGATION:** The parties agree that any litigation arising out of this agreement shall be filed only in the court having jurisdiction in the province in which the inspection company has its principal place of business. If the inspection company is the substantial prevailing party in any such litigation, the client shall pay all legal costs, expenses and attorney's fees of the inspection company in defending said claims.
8. **SEVERABILITY:** If any court having jurisdiction declares any provision of this agreement to be invalid or unenforceable, the remaining provisions will remain in effect.
9. **ENTIRE AGREEMENT:** This agreement represents the entire agreement between the parties. No statement or promise made by the inspection company or its respective officers, agents or employees shall be binding.

I/we, the above named client(s) request a mold inspection at the inspection address listed above. The mold inspection is to be preformed in accordance with the mold industry accepted standards of practice which can be found at <http://iac2.org/sop/>. It is important for the clients to understand the limitations of the mold inspection. The inspection report is representative of the inspector's opinion of the observable mold conditions on the day of the inspection and that the inspection is based upon the limited visual inspection and mold testing. While this inspection may detect present mold it is not an insurance policy, warranty or guaranty on the health of the occupants and mold contamination of the home.

I/we have read, understood and accept the terms and conditions as outlined above in the document called "WHAT TO EXPECT FROM YOUR MOLD INSPECTION." I/we also understand that legal liability of the inspector for damages arising from action or inaction, however caused, is limited in amount to the fee paid for this inspection.

**The Client(s), by clicking **I AGREE**, agrees to have read, understood and accepts the terms of this contract. The report will not be available until the inspector has the electronic agreement. Once you click I agree you can view the report.**