

The address of the property is: \_\_\_\_\_

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Integrity Home Inspection & Testing, LLC (hereinafter “INSPECTOR”) and the undersigned (hereinafter “CLIENT”), collectively referred to herein as “the parties.” The Parties Understand and Voluntarily Agree as follows:

Please read and sign this Asbestos Inspection Agreement, which is intended to be a **legally binding contract**. This document explains the Scope of the Inspection, Limits of the Inspection, General Exclusions, Terms and Conditions, Limitations of Liability, and an Arbitration Agreement. You may call us for an explanation of this Asbestos Inspection Agreement, which you do not fully understand.

**SCOPE OF ASBESTOS INSPECTION**

The purpose of the asbestos inspection is to identify and collect samples of suspected Asbestos containing building material as evident to the inspector on the day of the inspection. Many asbestos containing materials are located in concealed areas such as wall cavities, below ground level, and other hidden spaces. In order to provide a sufficient Asbestos Survey, the Inspector may be required perform destructive testing (i.e. opening walls, removing flooring, ceiling material, etc. to inspect and collect suspect materials. The following guideline is intended to help locate known Asbestos containing building materials: **Sample Asbestos-Containing Material List**

- ü Acoustical ceiling texture or “popcorn”
- ü Blown-in insulation
- ü Brick mortar
- ü Ceiling tiles/panels/mastic
- ü Cement roofing shingles
- ü Duct tape/paper
- ü Electrical panel partitions
- ü Erkot roofing material
- ü Fire doors
- ü Gray roofing paint
- ü Incandescent light fixture backing
- ü Laboratory fume hood
- ü Packing materials
- ü Pipe insulation/fittings
- ü Rolled roofing
- ü Spray-applied insulation
- ü Textured paints/coatings
- ü Vinyl sheet flooring/mastic
- ü Asphalt flooring
- ü Boiler/tank insulation
- ü Built-up roofing
- ü Cement board/transite
- ü Chalkboards
- ü Ductwork flexible connections
- ü Electrical wiring insulation
- ü Fire blankets
- ü Fireproofing
- ü High temperature gaskets
- ü Joint compound/wallboard
- ü Mudded pipe elbow insulation
- ü Paper fire box in walls
- ü Plaster/ wall joints
- ü Roofing shingles
- ü Stucco
- ü Vapor barrier
- ü Vinyl wall coverings
- ü Base flashing/mastic
- ü Breaching insulation
- ü Caulking/putties
- ü Cement pipes
- ü Construction mastics
- ü Electrical cloth
- ü Elevator brake shoes
- ü Fire curtains/hose
- ü Furnace insulation
- ü HVAC duct insulation
- ü Laboratory hoods/table tops
- ü Nicolet (white) roofing paper
- ü Paper on backside of fiberglass insulation
- ü Poured flooring
- ü Sink insulation
- ü Sub flooring slip sheet
- ü Vinyl floor tile/mastic
- ü Window glazing

The inspection will be performed in accordance with the sampling protocol outlined in the EPA’s AHERA (Asbestos Hazard Emergency Response Act) 40 CFR 763.85 and 763.86. Systems and components to be inspected include exteriors, foundations, roofing, plumbing, attic, interior rooms, heating and central air conditioning, garage or carport, basement and crawlspace where these components are visible and readily accessible on the day of the inspection.

If conditions permit, the Client is encouraged to accompany the inspector during the inspection. However, Client participation shall be at the Client’s risk for personal injury or damage to person or property for any reason or from any cause. The Asbestos inspection letter and lab test report are performed and prepared for the sole, confidential and exclusive use and possession of the Client(s). The Asbestos inspection report is not transferable. The Client agrees to read the entire Asbestos inspection letter and lab test report upon receipt and will promptly contact the inspector with any questions or concerns regarding the Asbestos inspection.

**LIMITS OF THE ASBESTOS INSPECTION**

The Asbestos inspection is limited to the readily accessible and visible systems and components of the property inspected. The inspector may need to have equipment, systems, furniture, appliances, floor coverings, finished or fastened surfaces or components, personal property or other items moved at the cost of the property owner to conduct this inspection or otherwise to expose concealed or inaccessible conditions.

**THE ASBESTOS INSPECTION AND REPORT ARE NOT A GUARANTEE OR WARRANTY** that all materials inspected and samples collected contain Asbestos, or that concealed material containing Asbestos do not or will not exist. Asbestos may exist even though visible evidence of such may not be present or accessible during the inspection.

**TERMS AND CONDITIONS:**

A. The Client recognizes that this Asbestos report is solely for the benefit of the Client and that any person or party designated by the Client to receive information in this report shall be subject to the TERMS AND CONDITIONS contained herein. Such designation shall be provided in writing to the inspector. The report is not transferable and use or reliance upon the report by anyone other than Client is not authorized. Client agrees to indemnify and hold the Inspector or Inspector’s harmless from any damages, losses or claims brought against Inspector by third parties to whom Client has released the report in contravention of this Agreement, including reasonable attorney fees.

B. The Client agrees that any claim arising in connection with this Agreement shall be made in writing to the Inspector at the address above by certified mail, return receipt requested within 10 days after discovering any problem.

C. The Client agrees to allow the Asbestos inspection company to re-inspect before changing the condition of the problem, except in an emergency. Failure to allow the inspection company the opportunity to re-inspect, as required above, shall constitute a waiver of any and all claims Client may have against the Inspector.

D. Inspector agrees to bring its experience and knowledge in Asbestos inspection to bear on behalf of Client. Both parties acknowledge and agree that should the inspection fail to identify visually evident signs of Asbestos Containing Building Material, damages to Client would be difficult or perhaps impossible to determine. Accordingly, the parties agree that, to the extent allowed by law, any damages for breach of this contract or report are limited to the amount of the inspection fee only. Furthermore, the Client agrees to pay all attorney fees should the Client pursue a civil action against the Inspector, and fail to prevail.

E. The Client agrees that this Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties and supported by valid consideration.

F. This inspection and report is not a substitute for any transferor's or agent's disclosure that may be required by law, or a substitute for the Client's independent duty to reasonably evaluate the property prior to the close of the transaction.

**LIMITATION OF LIABILITY AND ARBITRATION AGREEMENT:**

It is understood and agreed that Integrity Home Inspection & Testing, LLC is not an insurer and that the Asbestos inspection and report are not to be intended or construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address. The Client hereby releases and exempts the Inspector and its agents and employees of and from all liability and responsibility for the cost of repairs or any unreported Asbestos Containing Building Material and for any consequential damage, property damage, or personal injury of any nature over and above the amount of the inspection fee.

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from, or related to, this contract or arising out of, from or related to the Asbestos inspection or Asbestos test report shall be submitted to final and binding arbitration under the rules of the state in which the inspected property is located. The decision of the Arbitrator appointed thereunder shall be final and binding Judgment on the Award may be entered in any Court of competent jurisdiction.

INSPECTION FEE: \$ \_\_\_\_\_ ASBESTOS SAMPLE TESTING FEE IS \$ \_\_\_\_\_ PER SAMPLE.

ACKNOWLEDGEMENT: I, the undersigned, have carefully read the preceding Inspection Agreement and Description and fully understand and agree with the limitations, exclusions and terms described.

THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Printed Name of Client: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date \_\_\_\_\_

Inspector: \_\_\_\_\_