

The address of the property is: _____

THIS AGREEMENT made this _____ day of _____, 2010, 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 Mold 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 Agreement or any aspect of the mold report, which you do not fully understand.

SCOPE OF MOLD INSPECTION

The purpose of the mold inspection is to identify and report signs of potential mold growth along with conditions that are conducive to mold growth as evident to the inspector on the day of the inspection. The inspection is a non-intrusive, visual examination performed for a fee identified below, and is limited to the primary building along with its parking structure. The inspection includes only visual and readily accessible components and systems. Mold sampling and laboratory testing are optionally performed with the Client's acceptance of additional fees outlined below. This mold inspection is not a home inspection and does not identify physical defects in any component or system.

The inspection will be performed in accordance with the Standards of Practice of the National Society of Mold Inspectors (NSMI) in effect at the time of this inspection. Systems and components to be inspected for signs of potential mold growth and conditions that are conducive to mold growth include: exposed and visible landscaping, exteriors, foundations, roofing, plumbing, attic, interior rooms, basement and crawlspaces, heating and central air conditioning, and garage or carport, 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 mold inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the Client(s). The mold inspection report is not transferable. The Client agrees to read the entire mold report upon receipt will promptly contact the inspector with any questions or concerns regarding the mold inspection.

LIMITS OF THE MOLD INSPECTION

The mold inspection is limited to the readily accessible and visible systems and components of the home. The inspector will not dismantle and/or move equipment, systems, furniture, appliances, floor coverings, finished or fastened surfaces or components, personal property or other items to conduct this inspection or otherwise to expose concealed or inaccessible conditions. The inspection will not include destructive testing of any kind.

GENERAL EXCLUSIONS

The following conditions are NOT within the scope of the mold inspection:

- 1) Indoor air quality except as related to independent lab results of inspector-collected samples authorized and purchased by the Client.
- 2) Presence of toxic matter except as related to independent lab results of inspector-collected samples authorized and purchased by the Client.
- 3) Environmental hazards related but not limited to asbestos, lead paint, radon, urea formaldehyde insulation, or water quality.
- 4) Items that are obstructed, inaccessible or not in plain view.
- 5) Defects other than those associated with current visible conditions conducive to potential mold growth.
- 6) The activation or the serviceability of any systems or components.
- 7) The dismantling of any system, structure, or component, or any intrusive or destructive examination.
- 8) Systems, components or structures not specifically identified in the mold inspection report including ones not permanently installed.
- 9) The use of electronic or special equipment to detect or verify the presence of mold-conducive conditions except where contracted with Client.
- 10) Determining compliance with any codes, ordinances, or regulations.

- 11) The advisability or inadvisability of the purchase of the property, its value, or its potential use.
- 12) Geotechnical, engineering, structural, architectural, geological, hydrological, land surveying or soils-related examinations, or lab testing.
- 13) The adequacy, durability, quality, repair cost, replacement cost, fair market value, or remaining useful life of any component or system.
- 14) Termite or pest infestation.
- 15) Disclosing or providing the means of remediation for any contaminants discovered during the inspection.

Additionally, the following components or systems are NOT within the scope of the inspection: security systems; appliances; playground equipment; swimming pools; hot tubs/spas; lawn sprinkler systems; intercom and audio systems; antennas; central vacuums; solar systems; water softeners and filters; wells; septic systems; latent defects; adequacy of system designs; zoning or building code compliance.

THE MOLD INSPECTION AND REPORT ARE NOT A GUARANTEE OR WARRANTY that the items inspected are mold-free, or that concealed conditions conducive to mold do not or will not exist. Problems may exist even though signs of such may not be present during the inspection.

TERMS AND CONDITIONS:

A. The Client recognizes that this mold 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 Inspector 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 mold 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 mold inspection to bear on behalf of Client. Both parties acknowledge and agree that should the inspection fail to identify visually evident signs of potential mold growth or conditions that are conducive to mold growth, 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 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 mold 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 repairing or replacing any unreported mold-

Mold Inspection Agreement – Integrity Home Inspection & Testing, LLC – 8 Redwood Drive, Kearney, NE 68845

related defect or deficiency 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 mold inspection or mold inspection 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: \$_____ (Please initial one) ___ Client accepts mold sampling ___ Client declines mold sampling

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 _____

Agent for Client Signature: _____ For Inspector: _____