

# MOLD TESTING AGREEMENT

Inspection Address \_\_\_\_\_

Client \_\_\_\_\_

## THIS AGREEMENT LIMITS OUR LIABILITY... PLEASE READ CAREFULLY

### PURPOSE

**CLIENT** engages **COMPANY** to conduct a **NON-INVASIVE LIMITED** mold inspection and provide a written report (if applicable) of the **COMPANY'S** visual observations and copies of the results of the laboratory analysis of the samples collected (if applicable). 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 applicable), subject to the **LIMITATION OF LIABILITY** contained herein. The inspection and report are performed and prepared for the **CLIENT'S** sole, confidential and exclusive use and possession. **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. **CLIENT** agrees that **CLIENT** is bound by the terms of this Agreement.

### SCOPE OF INSPECTION

The scope of the inspection is limited to the **READILY ACCESSIBLE** areas of the property and is based on the condition of the property at the precise time and date of the inspection and on the laboratory analysis of the samples collected. 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. As a courtesy the **COMPANY** may point out conditions that contribute to mold growth but such comments are not part of the bargained for report.

### OUTSIDE THE SCOPE OF THIS INSPECTION

Hidden, concealed and inaccessible areas of the property are excluded from the inspection; equipment, items, and systems will not be dismantled and destructive testing will not be conducted. Any area which is not exposed to view, is concealed, or is inaccessible because of soil, walls, wall coverings, floors, floor coverings, ceilings, furniture, personal property, or other barriers whether permanent or movable, is not included in this inspection. Additionally, any areas or items not specifically listed within the report pages are outside the scope of the inspection. **CLIENT** agrees to assume all the risk for all conditions which are concealed from view at the time of the inspection, or considered outside the scope of the inspection.

### **THE REPORT IS NOT A COMPLIANCE INSPECTION OR CERTIFICATION FOR PAST OR PRESENT GOVERNMENTAL CODES OR REGULATIONS OF ANY KIND.**

The inspection does not address the possible presence of or danger from potentially harmful substances and environmental hazards such as asbestos, lead-based paint, urea formaldehyde, gases or condition of air quality, toxic or flammable chemicals, and water and airborne hazards.

### REPORT(IF APPLICABLE)

The **CLIENT** will be provided with a written report of the **COMPANY'S** visual observations and copies of the results of the laboratory analysis of the samples collected. The **COMPANY** is not able to determine the extent or type of microbial contamination from visual observations alone. The report will be issued only after the laboratory analysis is completed. The report is not intended to comply with any legal obligations of disclosure.

### DISCLAIMER OF WARRANTY

It is understood and agreed that **COMPANY** is not an insurer and that the inspection, laboratory analysis and report shall not be construed as a real estate disclosure, guarantee or warranty of any kind.

### NOTICE OF CLAIM

**CLIENT** shall provide **COMPANY** with a written notice of a claim for damages within ten (10) business days of the date of the **CLIENT'S** discovery. **CLIENT** further agrees to allow **COMPANY** the opportunity to re-inspect the subject property prior to any remedial measures or repairs, with the exception of emergency conditions.

### ARBITRATION

Prior to filing any lawsuit any dispute, controversy, interpretation or claim of any kind arising out of, from or related to, the testing, the results, this Agreement, or the services provided in relation to this Agreement shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of the recognized Arbitration Association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceeding by legal code.

### LITIGATION

The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County in which the **COMPANY** has its principal place of business. If **COMPANY** is the substantially prevailing party in any such litigation, the **CLIENT** shall pay all legal costs, expenses and attorney's fees of the **COMPANY** in defending said claims.

### GOVERNING LAW, SEVERABILITY & ENTIRE AGREEMENT

This Agreement shall be governed by Missouri law. Should any court determine and declare that any portion of this Agreement is void, voidable or unenforceable, the remaining and portions shall remain in full force and effect. This Agreement contains the entire agreement between the parties and it supersedes any previous oral or written agreements. No other representations, promises, statements or assertions have been made by the parties, and no statements or promises have been relied on by either absent the provisions set forth herein.

### LIMITATION OF LIABILITY

In the event that the **COMPANY** is found to be liable to **CLIENT** for any errors or omissions related to the testing, accompanying results or this Agreement, from any other cause or causes of action including, but not limited to, negligence, breach of contract, breach of warranty, violations of the Missouri Consumer Protection Act, or any other common law theory or statutory violation or claim alleged, then the liability of the **COMPANY** is limited to a sum equal to mold testing fee paid by **CLIENT**.

In the absence of **CLIENT** to sign this agreement prior to or at the time of the inspection, this contract shall be included and become part of the report. Acceptance of the report, and/or payment for the inspection is an acknowledgement, acceptance, and agreement by **CLIENT** to the terms of this agreement, and limitations listed in the report, and an acknowledgement that the inspection includes only those items listed as inspected in the report.

**NON-INVASIVE LIMITED MOLD INSPECTION FEE \$ \_\_\_\_\_**

\_\_\_\_\_  
COMPANY (RLM & Associates, LLC)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
DATE

**By signing above, I confirm that I have read, understand, and agree to the above inspection agreement and that I agree to be bound by these terms and conditions.**