



HomeWorks Advantage Inspections

Environmental Services – Mold, Lead, VOC’s, Radon and Asbestos
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THIS IS A LEGALLY BINDING AGREEMENT – PLEASE READ IT CAREFULLY

Client Name: _____ Survey Report # _____
Survey/Sampling Address: _____ City _____ HI Zip _____
Client email: _____ Client Phone # _____
Survey/Sampling Date and Time: _____

Environmental Survey /Sampling Agreement

1. The scope of the survey will be to perform for Client a non-intrusive examination, of the subject property, performed for the fee set forth on page 3 of 4 of this agreement. The survey is designed to identify an environmental issue(s), “Red Flags” or VOC’s on the primary structure and its associated primary parking structure as they exist at the time of the survey. “Red Flags” are conditions that suggest environments conducive to potential mold growth (See Glossary of terms in IAMM Standards for definitions of “Red Flags”). VOC’s (volatile organic compounds) are products and materials that constantly emit chemicals into the air, some of which may have short and long term adverse health effects. The survey is not a physical survey of systems, structure and components, of the primary structure and its primary parking structure being surveyed, as it relates to their serviceability.
2. The survey will be performed in accordance with the Standards of Practice of the International Association of Mold Management (“IAMM”) and Standards of Practice of the Indoor Environmental Standards of Organization (“IEOS”) and IAC2 sampling procedures in effect at the time of this survey. A copy of these standards are available upon request. This survey is not intended to be technically exhaustive.
3. The survey shall be limited to those areas that are visually and physically accessible.
4. LIMITATIONS, EXCEPTIONS AND EXCLUSIONS: Excluded from this Environmental Survey/Sampling is any portion of the building which is inaccessible, concealed from view, or cannot be reported on due to circumstances beyond the control of the Surveyor or which Client has agreed not to be reported on. The following are excluded from the scope of this Environmental Survey/Sampling unless specifically agreed otherwise between Surveyor and Client in writing

-) Serviceability of systems structure and components.
-) Defects other than those directly associated with current visible conditions conducive to potential environmental (mold/VOC’s) discovery.
-) Operating any systems.
-) Determining compliance with installation guidelines, manufacturers’ specifications, building codes, ordinances, regulations, covenants, or other restrictions, including local interpretations thereof.
-) Obtaining or reviewing information from any third-parties including, but not limited to: government agencies (such as permits), component or system manufacturers (including product defects, recalls or similar notices), contractors, managers, sellers, occupants, neighbors, consultants, homeowner or similar associations, attorneys, agents or brokers.
-) Geotechnical, engineering, structural, architectural, geological, hydrological, land surveying or soils-related examinations, lab testing, and extent of contamination.
-) Examination of conditions related to animals, rodents, insects, wood-destroying insects (organisms), or the damage caused thereby.
-) Certain factors relating to any systems, structures, or components of the building, including, but not limited to: adequacy, efficiency, durability or remaining useful life, costs of repair, replace or operate, fair market value, marketability, or quality.
-) Other environmental issues, including, but not limited to asbestos, radon, lead, and water quality.

Client Name

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- J Dismantling of any system, structure, or component, or perform any intrusive or destructive examination, test or analysis unless otherwise noted in this agreement.
- J Systems, structures, or components of the building which are not permanently installed, unless otherwise related to environmental issues.
- J Systems, structures, or components not specifically identified in the written Environmental Survey/Sampling Report.
- J Common areas, or systems, structure, or components thereof, including, but not limited to, those of a common interest development.
- J Examining or evaluating the acoustical or other nuisance characteristics of any system, structure, or component of a building, complex, adjoining properties, or neighborhood.
- J Safety issues.
- J Use of moisture meters or like equipment.
- J Moving any personal items.
- J AN ENVIRONMENTAL SURVEY/SAMPLING IS NOT A HOME INSPECTION.

5. Services for surveying or evaluating the excluded items in #4 may be available from Surveyor for an additional fee or from specialists qualified to survey or evaluate a particular category or item. The survey report may contain recommendations for further evaluation for sampling or by an individual other than the Surveyor herein who is qualified as an expert or specialist in a particular field. If so recommended, the Client agrees to do so at their own expense and in a timely manner so as to avoid "unforeseen expenses".

6. It is Client's duty and obligation to exercise reasonable care to protect himself/herself, family members, guests and others regarding the condition of the subject property, including those facts which are known to or within the diligent attention and observation of the Client.

7. The Environmental Survey/Sampling Report prepared for Client is solely and exclusively for Client's own information and may not be relied upon by any other person. CLIENT agrees to indemnify, defend and hold inspector/surveyor, the inspection/survey company, its officers, agents and employees harmless from any third party claims arising out of client's unauthorized distribution of the Environmental Survey/Sampling Report.

8. Any dispute concerning the interpretation of this agreement or arising from the Environmental Survey/Sampling Report, except for the survey fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of a recognized arbitration association except that the parties shall select an arbitrator who is familiar with this 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.

9. Should any provision of this agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this contract shall remain in full force and effect, unimpaired by the court's holding.

10. This Environmental Survey/Sampling Contract, and the Environmental Survey/Sampling Report do not constitute a home warranty, guarantee, or insurance policy of any kind whatsoever. The Environmental Survey/Sampling Report is not a substitute disclosure for real estate transactions which may be required by law. No legal action or proceeding of any kind, including those sounding in tort or contract, can be commenced against Inspector/Surveyor, the Inspection/Survey Company, its officers, agents, or employees more than 3 months after the date of the subject survey. Time is expressly of the essence herein.

11. Due to the potential for rapid growth of mold (24 to 48 hours in some cases) or high levels of VOC's (volatile organic compounds), which can include a variety of chemicals, the Surveyor and the Survey Company cannot be held responsible for changes occurring after the survey was performed. In the event the client discovers a red flag, or other conditions that may lead to a disagreement between the client and the Surveyor, or the Survey Company, Client shall so notify the Surveyor, or the Survey Company in writing prior to making any repair, alteration, and/or replacement to said condition and allow the Inspector/Surveyor, and/or the Inspection/Survey Company's designated representative to re-inspect/re-survey and document conditions.

12. The Environmental Survey/Sampling Report prepared by surveyor shall be considered the final and exclusive findings of the surveyor regarding the survey of the subject property. The Environmental Survey/Sampling Report is for the sole use and benefit of the Client. The Environmental Survey/Sampling Report shall identify and make recommendations if any are needed for further evaluation of the subject property. Client agrees to read the entire Environmental Survey/Sampling Report when it is received and shall promptly call surveyor with any questions or concerns Client may have regarding the Environmental Survey/Sampling Report. Client shall not rely on any oral comments made by surveyor.

13. This agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns. This agreement constitutes the entire integrated agreement between the parties hereto pertaining to the subject matter hereof, and may be modified only by a written agreement signed by all of the parties hereto. No oral agreements, understandings, or representations shall change, modify, or amend any part of this agreement.

Client Name

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14. Each party signing this Contract warrants and represents that he/she has the full capacity and authority to execute this Contract on behalf of the named party. If this Contract is executed on behalf of the Client by any third party, the person executing this contract expressly represents to Surveyor that he/she has the full and complete authority to execute this Contract on Client's behalf and to fully and completely bind Client to all of the terms, conditions, limitations, exceptions and exclusions of this Contract.

15. Client acknowledges that he/she has read and understood all the terms, conditions and limitations of this contract and voluntarily agrees to be bound thereby and agrees to pay the listed fee on page 3 of 4 Exhibit "A" of this Contract. Payment is due at the time of the Environmental Survey/Sampling.

Signed _____
Client Signature

Date _____

Signed _____
Client Signature

Date _____

EXHIBIT "A" RECOMMENDED SAMPLING

The presence of certain VOC's or mold and mold spores in a structure can result in mild to severe health effects in humans and can deteriorate the building materials in the dwelling resulting in structural damage. Health effects include, but are not limited to: asthma, allergy symptoms, watery eyes, sneezing, wheezing, difficulty breathing, sinus congestion, blurry vision, sore throat, dry cough, aches and pains, skin irritation, bleeding of the lungs, headaches, memory loss and fever. As humans vary greatly in their chemical make-up, so does the individual's reaction to mold, allergen or chemical exposure. For some people, a small number of mold spores or VOC's can cause ill effects. In others it may take a more substantial exposure.

Based on the findings from the Environmental Survey it is recommended that the following types of sampling be conducted and these samples sent to a certified laboratory for analysis to ascertain the problems that may exist at the subject property.

KEY DEFINITION: A – Air Test C – Carpet Test S – Swab Test T – Tape Test V – VOC'S

KITCHEN A C S T V
Locations _____

BATHROOMS A C S T V
Locations _____

EXTERIOR A C S T V
Locations _____

EXTERIOR A C S T V
Locations _____

INTERIOR A C S T V
Locations _____

UTILITY ROOM A C S T V
Locations _____

HVAC SYSTEM(S) A C S T V
Locations _____

CRAWLSPACE A C S T V
Locations _____

ATTIC A C S T V
Locations _____

BATHROOMS A C S T V
Locations _____

OTHER A C S T V
Locations _____

OTHER A C S T V
Locations _____

BREAK DOWN OF FEE COSTS

SURVEY FEE AT SUBJECT PROPERTY - \$

Fee Costs for Sampling(s) Recommendations:

- _____ Number of air tests at a fee of _____ \$ ea total _____
- _____ Number of carpet tests at a fee of _____ \$ ea total _____
- _____ Number of swab tests at a fee of _____ \$ ea total _____
- _____ Number of tape tests at a fee of _____ \$ ea total _____
- _____ Number of VOC tests at a fee of _____ \$ ea total _____
- _____ Number of allergen tests at a fee of _____ \$ ea total _____

TOTAL SURVEY AND RECOMMENDED LABORATORY FEES _____

ACCEPTANCE OR WAIVER FOR ENVIRONMENTAL SAMPLINGS FROM "EXHIBIT A" PAGE 3

Please be advised that samplings are an indicator of conditions at the time the sampling occurred, as conditions can change over time. This in no guarantee that mold or other VOC's do not exist in other areas of the home which were undetected/concealed at the time of the survey. You may wish to seek the advice of a Certified Industrial Hygienist or a Mold Remediation Specialist for further consultation.

Client requests ALL environmental sampling as outlined in Exhibit "A"

I/We authorize, and request that HomeWorks Advantage Inspections conduct the environmental samplings outlined on page 3 Exhibit "A". This authorization includes the survey fee and sampling fees payable to HomeWorks Advantage Inspections at the time of the survey/sampling.

Authorized Signature	Date	Authorized Signature	Date
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Client requests LIMITED sampling to be performed as outlined in Exhibit "A".

I/We the undersigned, acknowledge that I/We have been advised and encouraged to have samplings performed on the subject property based on the environmental survey and sampling recommendations on page 3 Exhibit "A". I/We have chosen to limit those samplings and have initialed the approved samplings on page 3 Exhibit "A". Samplings to be conducted by HomeWorks Advantage Inspections. This authorization includes the survey fee and sampling fees payable to HomeWorks Advantage Inspections at the time of the survey/sampling.

Authorized Signature	Date	Authorized Signature	Date
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Client DECLINES recommended sampling be performed at this time as outlined in Exhibit "A".

I/We the undersigned, acknowledge that I/We have been advised and encouraged to have the subject property tested for environmental issues, and that I/We understand that the presence of certain types of molds and VOC's prevalent in a structure can cause serve health effects and/or structural damage to the dwelling. I/We DECLINE HomeWorks Advantage Inspections to conduct the sampling outlined on page 3 of 4 of this agreement. I/We agree to hold harmless HomeWorks Advantage Inspections and Surveyor for any damages or responsibility for building conditions which remain undiscovered regarding VOC's, mold and mold spores, including any health effects that can occur to an individual. The survey fee as outlined on page 3 of 4 of this agreement is due and payable to HomeWorks Advantage Inspections at the time of the survey.

Authorized Signature	Date	Authorized Signature	Date
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