

# MOLD SAMPLING AGREEMENT



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Net

Property Address: \_\_\_\_\_

Client(s): \_\_\_\_\_

Inspection Date & Time: \_\_\_\_\_

Attendance: Buyer ~ Buyers Agent ~ Seller ~ Listing Agent ~ Tenant

Other: \_\_\_\_\_

Please read and sign this Mold Sampling Agreement, which is intended to be a legally binding contract. This document explains the Scope of the Sampling, Limits of the Sampling, General Exclusions, Terms and Conditions, Limitations of Liability, and an Arbitration Agreement. You may call us for an explanation of this agreement.

## SCOPE OF MOLD SAMPLING

The purpose of the mold sampling is to identify the molds present in the structure/house through independent laboratory testing.

## LIMITS OF THE MOLD SAMPLING

The mold sampling 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 sampling:

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. The use of electronic or special equipment to detect or verify the presence of mold-conducive conditions except where contracted with client.

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9. Determining compliance with any codes, ordinances, or regulations.
10. The advisability or inadvisability of the purchase of the property, its value, or its potential use.
11. Geotechnical, engineering, structural, architectural, geological, hydrological, land surveying or soils related examinations or lab testing.
12. The adequacy, durability, quality, repair cost, replacement cost, fair market value or remaining useful life of any component or system.
13. Termite or pest infestation.
14. 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 mold sampling: 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 SAMPLING AND LAB REPORT ARE NOT A GUARANTEE OR WARRANTY** that the items sampled 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 sampling.

## **TERMS AND CONDITIONS:**

- A. The mold sampling and lab report are performed and prepared for the sole and exclusive use and possession of the Client. No other person or entity may rely on the report issued pursuant to this Agreement. In the event that any person or entity, not a party to this Agreement, makes any claim against Davis Home Inspections, LLC., the Inspector, its employees or agents, arising out of the services performed by the Inspector under this Agreement, the Client agrees to indemnify, defend and hold harmless Davis Home Inspections, LLC., the Inspector, its employees or agents from any and all damages, expenses, costs and attorney fees arising from such a claim.
- B. The Client agrees that any claim arising in connection with this agreement shall be made in writing to the Company at the address above by certified mail, return receipt requested within 3 days after discovering any problem.
- C. The Client agrees to allow Davis Home Inspections, LLC., 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 Company.
- D. The Client agrees that, to the extent allowed by law, any damages or breach of this contract or report are limited to the amount of the sampling fee only. Furthermore, the Client agrees to pay all attorney fees should the Client pursue a civil action against the Company, 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.

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## LIMITATION OF LIABILITY AND ARBITRATION AGREEMENT:

It is understood and agreed that Davis Home Inspections, LLC., is not an insurer and that the mold sampling and lab reports 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 Davis Home Inspections, LLC., and its agents and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defect or deficiency and for any consequential damage, property damage, or personal injury of any nature.

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 sampling or lab report shall be submitted first to a Non-Binding Mediation conference and absent a voluntary settlement through Non-Binding Mediation to be followed by final and Binding Arbitration, if necessary, as conducted by Construction Dispute Resolution Services, LLC. or Resolute Systems, Inc. utilizing their respective Rules and Procedures. If you would like to utilize the Mediation or Arbitration Services of another dispute resolution provider other than one of those so stated please submit your recommendation to us for our consideration. If the dispute is submitted to Binding Arbitration, the decision of the Arbitrator appointed there under, shall be final and binding and the enforcement of the Arbitration Award may be entered in any Court or administrative tribunal having jurisdiction thereof.

**MOLD SAMPLE AND LAB FEE:** \$ \_\_\_\_\_

**SHIPPING FEE:** \$ \_\_\_\_\_

**TOTAL FEES:** \$ \_\_\_\_\_

**Please initial one**

\_\_\_\_\_ **Client accepts mold sampling**

\_\_\_\_\_ **Client declines mold sampling**

## ACKNOWLEDGMENT:

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

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

Inspector Signature: \_\_\_\_\_ Date: \_\_\_\_\_