



Dick Delaney Home Inspections LLC
 275 Pioneer Road Franklin, PA 16323
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MOLD ASSESSMENT/SAMPLING AGREEMENT

Subject Property to be Inspected:
Inspection Date: _____ **Inspection Time:** () AM () PM
Client(s) Name: _____
Client(s) Email Address: _____
Inspected By: Dick Delaney

PLEASE READ THIS DOCUMENT AND ATTACHED ADDENDUM(S) CAREFULLY. IT CONTAINS PROVISIONS THAT LIMIT CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO MAINTAIN A COURT ACTION. IF YOU HAVE ANY QUESTIONS REGARDING THE TERMS OF THIS AGREEMENT YOU SHOULD DISCUSS THEM WITH THE INSPECTOR PRIOR TO SIGNING THIS AGREEMENT.

The Client authorizes the above-identified service provider, hereinafter referred to as "the Company", to provide the following service(s) at the above identified Subject Property, and agrees to pay the price stated to the Company for the performance of the service(s) and issuance of the report(s).

————— **ONLY THOSE SERVICES CHECKED OFF WITH A WRITTEN PRICE WILL BE PROVIDED** —————

() Visual Assessment/Inspection in the Following Client Designated Areas:

- | | | | |
|----|----|----|----|
| 1. | \$ | 4. | \$ |
| 2. | \$ | 5. | \$ |
| 3. | \$ | 6. | \$ |

() Sampling and Analysis in the Following Client Designated Areas:

Location	Type of Sample	Quantity	Price Per Sample	Total Charge
1.			\$	\$
2.			\$	\$
3.			\$	\$
4.			\$	\$
5.			\$	\$
6.			\$	\$
7.			\$	\$
8.			\$	\$

The total fee for our service(s) is \$ _____ Payable to Dick Delaney Home Inspections Payment is expected before or at the time of inspection. All expenses incurred in collecting any overdue payments or returned checks are the responsibility of the Client.

Payment is made by: () Check No. _____ () Cash / Money Order No. _____

REPORT DISTRIBUTION: The Client controls the distribution of all inspection reports and authorizes the Company to release copies of the report or summary to the following: () CLIENT () CLIENT'S Real Estate Agent () CLIENT'S Attorney () Other: _____

NOTE: IMPORTANT LIMITATIONS AND EXCLUSIONS OF THIS PRE-INSPECTION AGREEMENT ARE CONTAINED IN THE ATTACHED ADDENDUM ENTITLED *LIMITATIONS AND EXCLUSIONS OF THE MOLD ASSESSMENT/SAMPLING AND REPORT*. PLEASE THE READ THE ADDENDUM CAREFULLY. PLEASE FEEL FREE TO ASK ANY QUESTIONS. For all other services provided by the Company, if any, the terms and conditions of such services are contained in the additional attached Agreements and/or Addendums.

I have read and agree to each of the terms, conditions, limitations and exclusions of this Pre-Inspection Agreement and the attached addendum(s).

Client's Signature: _____ Date: _____

Client's Name: _____

Please Print

LIMITATIONS AND EXCLUSIONS OF THE MOLD ASSESSMENT/SAMPLING AND REPORT

CLIENT AND COMPANY (Company is also defined to include any and all employees who perform the contracted-for assessment/sampling as an employee or independent contractor of the Company) agree to the following terms and conditions:

1. **Client Attendance and Permission to Access Subject Property** The Client acknowledges that Client and/or any authorized representative has been encouraged to attend and participate in the Assessment and recognizes that failure to do so may result in less than complete understanding of the findings. Client further acknowledges that such participation is at the Client's own risk. Client warrants that permission has been secured for the Company to enter and assess the Subject Property.

2. **Standards of Practice:** Client understands that the Company offers two (2) distinct mold assessment/sampling services: (A) **Visual Assessment**, and (B) **Sampling and Analysis**, both of which are described more fully below. The objective of these services is to determine whether mold or conditions conducive to microbial growth exist in the Client designated area(s) visually inspected or sampled at the time the services are performed. The services include a visual assessment, or sampling and analysis, or both, as provided on the first page of this Agreement. Following the visual assessment, sample collection and lab results, the Client will be provided with a written report stating whether mold or conditions indicating mold were found in the designated area(s).

2(A). **Visual Assessment:** If you selected this service, the Company will identify visible, readily accessible evidence of mold or conditions that may be conducive to microbial growth, for example, evidence of water penetration, in the Client designated area(s). The Assessment is to identify visible mold and/or conditions that may be conducive to microbial growth, for example, musty odor and/or evidence of water penetration, in the Client designated area(s). **The Company will NOT be able to determine the extent or type of microbial contamination from the results of the Visual Assessment alone.**

2(B). **Sampling and Analysis:** If you selected this service an appropriate number of samples will be collected, as determined by the Visual Assessment, to identify suspected mold in Client designated area(s). The Client will have an opportunity to have samples taken in Client designated area(s) of the Subject Property to establish the presence and type(s) of microbial contamination, if any. The Company will send the samples to a laboratory to analyze them for the presence of mold. The laboratory will then issue a report to the Client detailing the presence and type(s) of mold, if any, found in the samples. Where possible, a reference guide will be provided, which explains the various types of mold along with any recommended action(s).

3. **Exclusions:** The results of the services are not a guarantee that mold does or does not exist at the Subject Property; the results are indicative only of the presence or absence of mold, or conditions conducive to microbial growth, in the Client designated area(s) at the time of the Assessment. If the Company's inspector or Report recommends further action, including, but not limited to, consulting with a specialized expert(s), the Client must do so at the Client's own expense or otherwise assume all risks associated with failure to take action recommended by the Company. Neither the Assessment nor the Sampling are technically exhaustive. Client understands and agrees that the Company cannot and does not probe, bore, pry, poke or otherwise invade any physical structure. Equipment, items and systems will not be dismantled. The Company cannot and does not look behind drywall, paneling or wallpaper, under carpeting or other floor covering, above suspended ceilings, or in other areas which may be blocked or impeded by furniture, personal items or other structures. Inaccessible, non-visible, latent or concealed defects or problems are excluded from this Agreement and the services. It is the Client's responsibility to make sure that at the time of the Assessment or Sampling all areas to be assessed and/or sampled are clear and accessible. If any attic, crawlspace or other area is not completely visible or accessible it will not be assessed. The Client understands that the services will be conducted only in Client designated areas and is **NOT A COMPLETE ASSESSMENT** of the Subject Property. The Company's inspector(s) is a generalist and is not a Certified Industrial Hygienist or expert. The Company is not providing an indoor air quality assessment. **THE SCOPE OF THE VISUAL ASSESSMENT AND THE SAMPLING AND ANALYSIS IS LIMITED TO READILY ACCESSIBLE AREAS DESIGNATED BY THE CLIENT ONLY.**

4. **BINDING ARBITRATION PROVISION. PLEASE READ CAREFULLY:** Any dispute, controversy, interpretation, or claim, including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the Assessment, Sampling or the Report shall be submitted to final and binding arbitration as conducted by and according to the Rules and Procedures of Construction Dispute Resolution Services, LLC. The decision of the arbitrator appointed by Construction Dispute Resolution Services, LLC shall be final and binding and judgment on the decision may be entered in any Court of competent jurisdiction. All proceedings must be held in the state where the services were provided. **NOTICE: YOU AND WE WOULD HAVE A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES THROUGH A COURT AND HAVE A JUDGE OR JURY DECIDE THE DISPUTES BUT HAVE AGREED INSTEAD TO RESOLVE DISPUTES THROUGH BINDING ARBITRATION.**

5. **Disclaimer of Warranty:** The Client understands that the inspection and report do not, in any way, constitute a guarantee, warranty of merchantability or fitness for a particular purpose, express or implied warranty, a home inspection or an insurance policy. Additionally, the Assessment, Sampling or the Report are not a substitute for any real estate transfer disclosures that may be required by law. **The Report shall be considered invalid for purposes of securing a mortgage and/or settlement of property transfer if not used within ninety (90) days from the date of services. This shall not be construed as a 90-day warranty. There is no warranty, express or implied, related to the Report unless disclosed as required by state regulations or a written warranty or service agreement is attached.**

6. **Notice of Claims:** The Client agrees that any claim for failure of the Company to fulfill its obligations under this Agreement shall be made in writing to the Company upon discovery. The Client also agrees to allow the Company ten (10) days to come to the Subject Property to inspect and evaluate any condition

complained of by the Client to the Company and not to make, or allow others to make, any alteration to the claimed condition until the Company has had the opportunity to inspect and evaluate the claimed condition, except in case of emergency.

7. **Choice of Law:** This Agreement shall be governed by Pennsylvania law. If any portion of this Agreement is found to be invalid or unenforceable by any court or arbitrator the remaining terms shall remain in force between the parties.

8. **LIMITATION ON TIME TO BRING LEGAL ACTION. PLEASE READ CAREFULLY:** Any legal action, including claims for, but not limited to, breach of contract, negligence, fraud or misrepresentation, and/or any violation of any law, statute, ordinance, regulation or code, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the Assessment, Sampling or Report must be brought within one (1) year from the date of the services, regardless of when the Client first discovers the facts supporting such possible claims as identified herein. Failure to bring said action within one (1) year of the date of the services shall be a complete bar to any such action and a full and complete waiver of any rights, actions or causes of action that may have arisen from this Agreement, the Assessment, Sampling and/or Report. This time period may be shorter than otherwise provided by State law.

9. **LIMITATION OF LIABILITY. PLEASE READ CAREFULLY:** The Client understands and agrees that the Company is not an insurer and that the payment for the Assessment, Sampling and Report is based solely on the value of the services provided by the Company in the performance of the limited Visual Assessment, Sampling and production of the Report as described herein. Thus, the Client agrees that the sole and exclusive remedy for any claims against the Company, including claims for, but not limited to, breach of contract, negligence, fraud or misrepresentation, and/or any violation of any law, statute, regulation, ordinance, or any other theory of liability arising out of, from or related to this Agreement or arising out of, from or related to the Assessment, Sampling or the Report, is limited to an amount equal to the total fees charged to the Client by the Company multiplied by two (2), as liquidated damages and not as a penalty. The Client releases the Company from any and all additional liability, whether based on contract, tort, or any other legal theory. The Client understands that he/she/they is/are free to consult with another professional if the Client does not agree to this provision.

10. **Responsibility for Return Inspections:** The Client understands that if any systems and/or components of the Subject Property cannot be assessed or sampled due to unforeseen circumstances during the Assessment and/or Sampling it is the Client's duty to contact the Company should the Client desire the Company to return to the Subject Property at a later date or time to assess and/or sample those systems and/or components. Any systems and/or components not assessed and/or sampled due to unforeseen circumstances will be identified in the Report. If Client desires the Company to return at a later date or time the Client hereby agrees that the Company will charge the Client an additional fee in the amount of \$ _____ to conduct the return assessment and/or sampling.

11. **Entire Agreement:** This Agreement and any subsequent report issued to the Client by the Company represent 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 change or modification is in writing and signed by the parties and supported by valid consideration. This Agreement shall be binding upon and inure to the parties hereto and their spouses, heirs, executors, administrators, successors, assigns, and representatives of any kind whatsoever. The services are being performed for the exclusive use and benefit of the Client. The services, including any written report, are not to be transferred to, utilized or relied upon by any other person or entity without prior written permission of the Company.

12. **Client's Agreement & Understanding of Terms:** By signing this Agreement, the undersigned Client agrees that he/she/they have read, understand, and agree to all of the terms and conditions on all pages of this Agreement, including the provisions for arbitration, and limitations and exclusions, and agree to pay the fee shown according to the terms above. The Client understands that the Client has a right to have an attorney of the Client's choice review this Agreement before signing it. The Client understands that if the Client does not agree with any of the terms, conditions, limitations and/or exclusions set forth in this Agreement, the Client is free to not sign it. The Client understands that the Client may retain another provider to perform the services contemplated by this Agreement. The Client further understands that, should the Client not agree to the terms and conditions set forth in this Agreement, the Client may negotiate with the Company for different terms and conditions.

Client's Signature: _____ Date: _____

Client's Name: _____

Please Print

Client's Signature: _____ Date: _____

Client's Name: _____

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