

INSPECTION AUTHORIZATION AND CONTRACT FOR INSPECTION SERVICES

Between: Residential Environmental Services of America Inc.™ Job # & Name _____
(COMPANY)

And: _____
(Client)

Re: _____ \$ _____
(Inspection Address) (Fees- Sampling Fees are Additional)

This Contract is for a:

Limited specific inspection of the following 1 to 3 areas:

A Whole House Water Incursion Investigation at likely water incursion points.

A bid only for remediation without a written report on the conditions observed.

COMPANY agrees to only conduct a limited visual inspection of specific areas listed above at aforementioned property for visible signs of water incursion or microbial growth. The inspection and report are performed and prepared for the sole, confidential and exclusive use and possession of the CLIENT only. Receipt of this report by any party other than the Client is not authorized by the COMPANY. Parties, other than the Client are advised against the reliance on this report. The COMPANY will not be held responsible for anyone not a party to this contract relying on this report. When possible, the CLIENT will be provided this agreement prior to the inspection. By signing the below, the CLIENT agrees to the Purpose, Exclusions and Limitations as well as the terms of the inspection as outlined herein.

PURPOSE OF INSPECTION

The inspection is limited in scope and provided for the benefit of the client. The report or written guideline(s)/recommendation(s) is limited only to the specific area(s) visually inspected or sampled by the COMPANY (or its qualified representative). The inspection is limited to only a VISUAL SURVEY of the ACCESSIBLE AREA(S) within the building that are/is identified to the COMPANY as having a potential for, or which has current visible, mold-like growth. The COMPANY will give its professional opinion as to the likelihood of the area(s) inspected to contain excessive microbial growth in a written report. Confirming or refuting the presence of mold contamination can only be accomplished through sampling. The inspection and report will be based on observations of conditions that existed at the time of the inspection only and does not attempt to anticipate future events. The inspection and report are not intended to reflect the value of the premises nor to make any recommendation as to the advisability of its purchase nor to advise the Client of any possible health affects associated with mold.

Visual inspections and mold sampling cannot identify hidden mold contamination. The COMPANY is not responsible, now or in the future, for and hidden mold not discovered or unreported at any location of the premises during the inspection. _____ (Client initial)

INSPECTION EXCLUSIONS (unless otherwise noted)

General

The moving of contents on the floor, walls, cabinetry, closet or located anywhere during the investigation is expressly excluded. It is the responsibility of the interested parties to notify The COMPANY of specific concerns in areas obstructed by contents and to arrange for such contents to be moved or removed.

Other Environmental Items:

The existence of/ or inspections for any other environmental contaminate including, but not limited to: termiticides, radon gas, lead paint, water pollutants, asbestos, urea formaldehyde insulation, termite or pest infestations, toxic or flammable materials

LIMITATIONS

All parties agree that the COMPANY, its employees and agents, ASSUME NO LIABILITY OR RESPONSIBILITY for the cost of repairing or replacing any unreported defects or deficiencies, either current or arising in the future, or for any property damage, consequential damage or bodily injury of any nature. The inspection and report are not intended as a GUARANTEE or WARRANTY, expressed or implied that all mold, water incursion or potentially moldy locations have been identified. The company is not an insurer of any condition within the premises.

It is understood and agreed that should the COMPANY and/or its agents or employees be found liable for any loss or damages resulting from a failure to perform any of its obligations, including but not limited to negligence, breach of contract, or otherwise, then the liability of the COMPANY and/or its agents shall be limited to a sum equal to the amount of the fee paid by the CLIENT for the Inspection and Report. _____ (Client initial)

The CLIENT will notify the COMPANY of any incident giving rise to a claim within 30 days of its discovery and allow the COMPANY to examine the conditions prior to the CLIENT performing any repairs. This is a condition precedent to the CLIENT'S claim. ANY AND ALL DISPUTES BETWEEN THE PARTIES ARISING OUT OF THIS CONTRACT, THE INSPECTION OR ANY OTHER SERVICES PROVIDED SHALL BE SETTLED BY THE AMERICAN ARBITRATORS ASSOCIATION OF WHICH AT LEAST ONE MEMBER OF THE ARBITRATION COMMITTEE MUST BE AN CERTIFIED MOLD INSPECTOR.

Acceptance and understanding of this agreement are hereby acknowledged: _____
Client or Authorized Agent Date

COMPANY Representative Date Client Date