

MOLD INSPECTION AGREEMENT

Inspection Address:

THIS AGREEMENT LIMITS OUR LIABILITY... PLEASE READ CAREFULLY

PURPOSE—CLIENT engages COMPANY to conduct a **NON-INVASIVE LIMITED VISUAL** mold inspection and provide a written report of the **COMPANY'S** visual observations, attempts to detect the presence of mold and copies of the results of any laboratory analysis of samples collected. The inspection and report are performed and prepared for the **CLIENT'S** sole, confidential and exclusive use and possession. **THIS IS NOT A HOME WARRANTY, GUARANTEE, INSURANCE POLICY OR SUBSTITUTE FOR REAL ESTATE TRANSFER DISCLOSURES.**

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 results are indicative only of the presence or absence of mold in the areas sampled at the time the inspection is performed. 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. The inspection will be performed in compliance with International Association of Certified Indoor Air Consultants (IAC2) Standards of Practice posted at <http://www.iac2.org/sop.htm>. Although **COMPANY** agrees to follow IAC2 Standards of Practice, **CLIENT** understands that these standards contain limitations, exceptions, and exclusions.

OUTSIDE THE SCOPE OF THE 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.

ARBITRATION—Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of the American 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. **CLIENT** shall have no cause of action against **COMPANY** after one year from the date of the inspection.

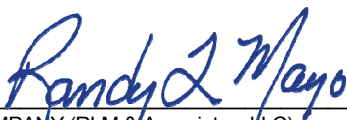
SEVERABILITY—**CLIENT** and **COMPANY** agree that should a Court of Competent Jurisdiction determine and declare that any portion of this Agreement void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

DISPUTES—**CLIENT** understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein above, shall be made in writing and reported to the **COMPANY** within ten business days of discovery. **CLIENT** further agrees that, with the exception of emergency conditions, **CLIENT** or **CLIENT'S** agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a reinspection by the **COMPANY**. **CLIENT** understands and agrees that any failure to notify the **COMPANY** as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

LIMITATION ON LIABILITY—In the event that the **COMPANY** is found to be liable to **CLIENT** for any errors or omissions related to this inspection report 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 liquidated damages in an amount equal to (2) times the inspection fee paid by **CLIENT**, and this liability shall be exclusive. **CLIENT** waives any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building even if the **CLIENT** has been advised of the possibility of such damages. The parties acknowledge that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the **COMPANY** and **CLIENT**; and (iii) to enable the **COMPANY** to perform the inspection at the stated fee. **CLIENT** has the option to purchase a **TECHNICALLY EXHAUSTIVE INSPECTION** without **LIMITATION OF LIABILITY** by paying an additional fee in the amount of \$5,000 or 1% of the sales price, whichever is greater. All **TECHNICALLY EXHAUSTIVE INSPECTIONS** will require a separate contract. **CLIENT** agrees to contact **COMPANY**, before signing this Agreement, if **CLIENT** elects to exercise the **TECHNICALLY EXHAUSTIVE INSPECTION** option.

Additional Services Requested:

TOTAL INSPECTION FEE \$ _____



COMPANY (RLM & Associates, LLC)

DATE

CLIENT

DATE

By signing above, **CLIENT** confirms that they have read, understood, and agreed to the above inspection agreement and **CLIENT** agrees to be bound by these terms and conditions. This Agreement represents the entire agreement between the parties and there are no other agreements either written or oral between them. This Agreement shall be amended only by written agreement signed by both parties.