

# MC<sup>2</sup> Home Inspections MOLD INSPECTION AGREEMENT

This Agreement contains the terms and conditions of your (the Client) contract with MC<sup>2</sup> Home Inspections (the Company) for a Mold Inspection of the Property at the above address to report conditions conducive to the growth of Mold or the actual existence of Mold.

## INSPECTION AND DUTIES:

Upon payment of its fees MC<sup>2</sup> Home Inspections agrees to perform a visual Inspection of the home, systems and components included in the Inspection as they exist at the time of the Inspection for (1) excessive moisture conditions conducive to the growth of Mold, and (2) the existence of Mold like conditions. Client agrees, due to the potential for the rapid growth of Mold, to hold MC<sup>2</sup> Home Inspections, its agents and Inspector harmless for any changes subsequent to the Inspection. The Inspection will be performed in accordance with the Standards of Practice of the International Indoor Air Quality Commission (IAC2). These standards can be viewed at <http://www.iac2.org/sop.php>. Client agrees that if MC<sup>2</sup> Home Inspections recommends further evaluation of a condition noted in the Inspection Report that the Client will do so before the end of any inspection contingency and prior to closing if applicable. The Client will receive a written lab analysis which will form an addendum to the written Report. If the analysis indicates a threshold higher than an acceptable level, Client agrees to consult further with a mold remediation specialist or other appropriate specialist. Client also understands and agrees that a Mold Inspection is not a home inspection for conditions other than described above. The Inspection only includes those systems and components expressly and specifically identified in the Inspection Report. The Inspection limitations, exceptions and exclusions in the Standards of Practice are incorporated herein. In addition, any area which is not exposed to view, is concealed, is inaccessible because of soil, walls, floors, carpets, ceilings, furnishing or in any other fashion is excluded. The Inspection does not include any destructive testing or dismantling. The following systems and components and areas are among those **NOT** included in the Inspection or Inspection Report:

- Latent or concealed defects, compliance with code or zoning ordinances or permit research or system or component installation or recalls.
- Structural, geological, soil, wave action or hydrological stability, Inspection, engineering, analysis or testing.

Due to the nature of the services we are providing, it is difficult to foresee or determine (at the time this Agreement is formed) potential damages from above mentioned that may occur after the inspection takes place. Therefore MC<sup>2</sup> Home Inspections liability for any and all claims related thereto is limited to the fee paid for the Services (unless contrary to state law), and Client releases us from any and all additional liability.

## DISCLAIMER OF WARRANTY:

Client understands that the Inspection and Inspection Report do not, in any way, constitute a/an: (1) guarantee, (2) warranty of merchantability or fitness for a particular purpose, (3) express or implied warranty, or (4) insurance policy. Additionally, neither the Inspection nor Inspection Report are substitutes for any real estate transfer disclosures which may be required by law.

## DISPUTE RESOLUTION - ARBITRATION CLAUSE:

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 a Consumer Protection Law or any other theory of liability arising out of, from or related to this contract or arising out of, from or related to the Inspection or Inspection report shall be submitted to final and binding arbitration via a mutually agreed upon arbitration service. The decision of the arbitrator appointed thereunder shall be final and binding and judgement on the award may be entered in any court of competent jurisdiction. **NOTICE: CLIENT 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.** Any legal action for any reason must be brought within one (1) year from the date of the Inspection; failure to bring said action within one (1) year of the date of the Inspection is a full and complete waiver of any rights, actions or causes of actions that may have arisen there from. Time is expressly of the essence herein. This time period may be shorter than otherwise provided for by law.



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