

MOLD TESTING AGREEMENT

Job No: R-000000-01

Service Address:

THIS AGREEMENT LIMITS OUR LIABILITY... PLEASE READ CAREFULLY

PURPOSE - (hereafter referred to as the "**CLIENT**") engages **RLM & Associates, LLC** (hereafter referred to as the "**COMPANY**") to conduct mold testing and provide a copy of the results of any laboratory analysis of samples collected, subject to the **LIMITATION OF LIABILITY** contained herein. The test report is for the use of **CLIENT** only, who gives the **COMPANY** permission to discuss observations with repair persons, and other designated parties.

OWNERSHIP AND USE OF DOCUMENTS - All documents and reports prepared by the **COMPANY** as instruments of service pursuant to this Agreement, are and shall remain the sole property of the **COMPANY**. The inspection and report are for the use of **CLIENT** only, who gives **COMPANY** permission to discuss observations with repairpersons, and other interested parties. **COMPANY** accepts no responsibility for the use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release **COMPANY** (including employees and business entities) from any liability whatsoever. **This is not a building 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 collection and on the laboratory analysis of any 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 the 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. If **CLIENT** requests any follow-up testing, these tests will also be subject to all the terms and conditions set forth in this agreement.

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.

SAMPLING - The **COMPANY** will NOT be able to determine the full extent or type of all microbial contamination from the results of the **NON-INVASIVE LIMITED VISUAL** mold inspection. An appropriate number of samples must be collected, as determined by the **COMPANY** before mold can be identified in designated areas. The **CLIENT** will have an opportunity to have samples taken in areas of the building designated by the **CLIENT** to establish the presence and types of microbial contamination. The Inspector will send samples to an approved laboratory, which will analyze them for the presence of mold. The laboratory will then issue a report to the **COMPANY** detailing the presence and types of mold, if any, found in the samples. A reference guide will be provided in the report, which explains the various types of mold along with any recommended actions. **COMPANY** does not provide medical recommendations based on mold test results or provide remediation.

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 mold inspection industry. The arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in a civil proceeding by the 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. **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 hereinabove, 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.

FORCE MAJEURE - No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for payment obligations to the other party hereunder), when and to the extent such failure or delay is caused by or resulted from acts beyond the impacted party's control, including, but not limited to, the following force majeure events: (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest; (d) Obligations imposed by the authorities (e.g. jury duty) after the contract was signed; (e) action by any governmental authority; (f) national or regional emergency. The Impacted Party shall give Notice as soon as possible of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of seven days following Notice given by it, the other party may thereafter terminate this Agreement upon Notice.

PAYMENT - Payment of the fee to **COMPANY** is due upon completion of the on-site inspection/testing. The **CLIENT** agrees to pay all legal and time expenses incurred in collecting due payments, including attorney's fees if any. If **CLIENT** is a corporation, LLC, or similar entity, the person signing this Agreement on behalf of such entity does personally guaranty payment of the fee by the entity.

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, testing 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/testing 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 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/testing at the stated fee.

Additional Services Requested: None

TOTAL INSPECTION/TESTING FEE: \$XXX

By signing below, **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.