

## INTRUSIVE MOLD INSPECTION AGREEMENT

## THIS AGREEMENT LIMITS OUR LIABILITY – PLEASE READ IT CAREFULLY

This Intrusive Inspection Agreement (the "Agreement") is made effective on the date stated on page 2 of this agreement by and between TurningStone Home Inspection, LLC (hereinafter "Inspector", "we", "us" and "our") and client named on Page 2 of this agreement (hereinafter "Client," "You" or "Your") (collectively "parties"). We are an independently owned and operated company engaged in the business of providing home inspection services utilizing an approved Lab for environmental laboratory analysis. You desire to have a Limited Mold Sampling Inspection (the "inspection") performed on a home located at the address stated on Page 2 of this agreement.

Purpose. The purpose of an intrusive inspection is to locate the presence of a Agreement for Further Sampling. If discovered, You will have an opportunity for microbial problem in the suspect areas of the Subject Property that may be hidden in non-accessible areas and collect appropriate data elements.

Scope of Mold Inspection with Intrusive Inspection. A mold inspection consists of a visual inspection in readily accessible areas for mold and/or conditions that may indicate the presence of mold ("red flags"), for example, musty odor and/or evidence of water penetration. If the visual inspection shows no or one "red flag" area, then limited samples will be taken ("Initial Sampling"), as set forth in the "Initial Sampling" section below. If "red flags" are found in multiple areas, then You will be advised and offered the chance to have additional samples collected in any and all identified areas ("Additional Sampling"). It is important to note that all "red flag" areas identified should have samples collected if Remediation Specifications are to be produced. The objective of the mold inspection is to determine whether mold problems exist in the readily accessible area(s) sampled at the time the inspection is performed. As such, the results of mold inspection is not a guarantee that mold does or does not / will or will not exist in the house; the results are indicative only of the presence or absence of mold in the areas sampled at the time the mold inspection is performed. Some areas may be deemed non-accessible where a potential mold condition exists and an intrusive inspection may have to be performed. This inspection consists of potentially drilling a small hole in an area of a "Red Flag" or removing a fixture (receptacle/light switch cover, ceiling tile, etc.) In light of no currently established Threshold Limit Values (TLVs) for the majority of substances of biological origins that are associated with building-related exposures, We follow the guidance of the American Conference of Governmental Industrial Hygienists (ACGIH) 19.5.3.1. NEVER attempt to incorporate remediation activities (unless YOU are fully qualified); You should consult a Remediation Specialist or other appropriate Professionals concerning Mold.

Visual Inspection. The visual inspection is the first part of a mold inspection. The purpose of the visual inspection is to identify visible mold or conditions that may be productive to microbial growth (examples musty odor/water intrusion). The sole purpose of the visual inspection is to detect the presence, or likely presence, of mold; therefore. We will not be liable for failure to discover any conditions other than readily apparent and visible mold, including, but not limited to, water penetration.

Scope of Visual Inspection/Exclusions. The scope of the visual inspection is limited to readily accessible areas only. We do not remove floor and wall coverings or move furniture, open walls or perform any type of destructive inspection. Certain structural areas are considered inaccessible and impractical to inspect including but not limited to: the interiors of walls and inaccessible areas below; areas beneath wood floors over concrete; areas concealed by floor coverings; and areas to which there is no access without defacing or tearing out lumber, masonry, roofing or finished workmanship; structures; portions of the attic concealed or made inaccessible by insulation, belongings, equipment or ducting; portions of the attic or roof cavity concealed due to inadequate crawl space; areas of the attic or crawl space made inaccessible due to construction; interiors of enclosed boxed eaves; portions of the sub area concealed or made inaccessible by ducting or insulation; enclosed bay windows; portions of the interior made inaccessible by furnishings; areas where locks prevented access; areas concealed by appliances; areas concealed by stored materials; and areas concealed by heavy vegetation. Note: There is no economically practical method to make these areas accessible. However, they may be subject to attack by microbial organisms. NO OPINION IS RENDERED CONCERNING THE CONDITIONS IN THESE AFOREMENTIONED OR OTHER INACCESSIBLE AREAS. However, by signing and agreeing to an intrusive inspection of the possible inaccessible areas, YOU understand that WE will make these areas accessible by potentially drilling a small hole into the suspected area(s) or removal of fixtures by a nondestructive means to view the area with a borescope.

sampling of affected areas for an additional fee(s) by executing an Agreement for Further Sampling. In the event You execute the Agreement for Further Sampling, that agreement will become an additional addendum to this agreement. The cost of the additional sampling is in addition to the Mold Survey fee.

Notice of Claims. You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission in connection with the Inspection shall be reported to us, in writing, within ten (10) business days of discovery. Unless there is an emergency condition, you agree to allow us a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspection before you, or anyone acting on your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. You understand and agree that any failure to timely notify us and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims you may have against us related to the alleged act or omission unless otherwise prohibited by law.

Arbitration. Any dispute concerning the interpretation of this Agreement or arising from the Inspection and Report (unless based on payment of fee) shall be resolved by binding, non-appealable arbitration conducted in accordance with the rules of the American Arbitration Association, except that the parties shall mutually agree upon an Arbitrator who is familiar with the home inspection industry.

Limitations Period. Any legal action arising from this Agreement or from the Inspection and Report, including (but not limited to) the arbitration proceeding more specifically described above, must be commenced within one (1) year from the date of the Inspection. Failure to bring such an action within this time period shall be a complete bar to any such action and a full and complete waiver of any rights or claims based thereon. This time limitation period may be shorter than provided by

UNCONDITIONAL RELEASE AND LIMITATION OF LIABILITY. IT IS UNDERSTOOD AND AGREED THAT WE AND THE LAB ARE NOT INSURERS AND. THAT THE INSPECTION AND REPORT TO BE PROVIDED UNDER THIS AGREEMENT SHALL NOT BE CONSTRUED AS A GUARANTEE OR WARRANTY OF THE ADEQUACY, PERFORMANCE OR CONDITION OF ANY STRUCTURE, ITEM, OR SYSTEM AT THE SUBJECT PROPERTY. YOU HEREBY RELEASE AND EXEMPT US, THE LAB AND OUR RESPECTIVE AGENTS AND EMPLOYEES OF AND FROM ALL LIABILITY AND RESPONSIBILITY FOR THE COST OF REPAIRING OR REPLACING ANY UNREPORTED DEFECT OR DEFICIENCY AND FOR ANY CONSEQUENTIAL DAMAGE, PROPERTY DAMAGE OR PERSONAL INJURY OF ANY NATURE. IN THE EVENT THAT WE, THE LAB OR OUR RESPECTIVE AGENTS OR EMPLOYEES ARE FOUND LIABLE DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENT MISREPRESENTATION, NEGLIGENT HIRING OR ANY OTHER THEORY OF LIABILITY, THEN THE CUMULATIVE AGGREGATE TOTAL LIABILITY OF US, THE LAB AND OUR RESPECTIVE AGENTS AND EMPLOYEES SHALL BE LIMITED TO A SUM EQUAL TO THE AMOUNT OF THE FEE PAID BY YOU FOR THE INSPECTION AND REPORT.

Confidentiality. You understand that the Inspection is being performed (and the Report is being prepared) for your sole, confidential and exclusive benefit and use. The Report, or any portion thereof, is not intended to benefit any person not a party to this Agreement, including (but not limited to) the seller or the real estate agent(s) involved in the real estate transaction ("third party"). If you directly or indirectly allow or cause the Report or any portion thereof to be disclosed or distributed to any third party, you agree to indemnify, defend, and hold us harmless for any claims or actions based on the Inspection the Report brought bv the third

<b>Mold inspection results:</b> Based upon the results of the indicates the condition(s) warranting this recommendation Property where microbial problems or conditions indicate inspection.	ion below. You will be prov	vided information within the written ins	pection report identifying the areas of	of the Subject
Evidence of suspected mold growth is visible in	in one or more areas of th	e property. It is recommended that an	intrusive inspection occur in these a	ireas.
☐ A visible condition exists in the Subject Proper growth, this condition is conducive to mold growth				
☐ An advisement that a prior condition existed ir of mold growth, this condition is conducive to mold areas.				
Based on the above-checked items, the Client agrees to	o have the following inspe	ection taken as indicated by Your initial	S.	
Location of Area to Have an Intrusive Inspection*		Type of Material	Method of Making area Access	ible Initials
*We recommend sampling each of the areas identified i which additional samples are taken is in the sole discret				). Whether and
Clients authorize and request the Inspector to perform t damage may occur and may not be repairable. Clients f area. However WE will cover a hole if drilled to prevent	further acknowledge and a			
Authorized Signature		Date		
The undersigned Client(s), acknowledge that Client(s) hunderstand that the presence of certain types of mold precommended above. Client(s) agree to hold harmless discovery of mold and mold spores."	nave been advised to have prevalent in housing can po	ose severe health hazards. Client(s) d	ecline that the Inspector conducts the	ne services
Authorized Signature		Date		
Third Party In providing the property inspection services, used to produce you estate professional. This information may subsequent the subsequent the subsequent the subsequent that the	ur inspection report. This puently be used by the may choose to use this in REPORT DO NOT CONTEMENT AS MAY BE Recluding (but not limited to)	information may include personally-ide provider of HomeGauge, as se formation to market new or related pro STITUTE A WARRANTY, AN INSURAREQUIRED BY LAW. By signing below ) the limitation of liability, arbitration class	entifiable information about the clie tout in the HomeGauge Privaducts and services to clients.  NCE POLICY, OR A GUARANTEE, You acknowledge that You have rause and limitation period, and agre	ont, inspector and real acy Policy found at FOR ANY KIND; NOR read, understand, and the to pay the fee listed
as any appropriate public agency, of any condition(s) di			upants of the Subject Froperty (if of	iei tilali 10u), as well
Client Name				
Property Address				
Street Name		City	State	Zip
CLIENT		INSPECTOR		
Client's Signature	Date	Company: TurningStone I Title: Inspector/Owner	Home Inspection Date	<u> </u>