



## OHIO – MOLD SCREENING AGREEMENT

**NOTE – THIS IS A LEGAL CONTRACT THAT DETAILS THE RIGHTS AND OBLIGATIONS OF THE PARTIES. PLEASE READ ALL PAGES CAREFULLY**

**THIS CONTRACT CONTAINS A DISPUTE RESOLUTION PROVISION THAT MAY REQUIRE BINDING ARBITRATION WHICH MAY BE ENFORCED BY THE PARTIES**

**This Agreement dated:** \_\_\_\_\_ **is between:**

**Client**

and

**Inspector:** Central Ohio Radon & Mold Testing, LLC

For an inspection of the following Property:

**Street Address:**

**Fee:** Collected by Home Inspector

### SCOPE OF SERVICES PROVIDED

**SCOPE OF THE INSPECTION:** The scope of this 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 screening 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 report is only indicative of the presence or absence of mold spores. As a courtesy, the Inspector may point out conditions that contribute to mold growth, but such comments are not part of the report.

The Inspector will prepare and provide the Client with a written report of the Inspectors' observations and copies of the results of the laboratory analysis of the samples collected. The Inspector is not able to determine the extent or type of microbial contamination from visual observations alone. The written report will be issued only after the laboratory analysis is completed. The report is not intended to comply with any legal obligations to disclosure.

Nothing in the report and no opinion of the Inspector should be construed as advice to the Client to purchase, or not to purchase, the Property, or serve as a prediction of future conditions or the value of

the Property. Further, any descriptions of deficiencies of the Property should not be interpreted as estimates for the costs of repairs to any system or component of the Property.

**CLIENT'S DUTY:** The Client understands and accepts that the Inspection and report, in accordance with this Agreement, are intended to reduce, but cannot eliminate, uncertainty regarding the condition of the Property. The Client is responsible for reviewing the permit history and for researching any legal actions or insurance claims involving the Property.

The Client agrees to read the entire written report when it is received and to promptly contact the Inspector with any questions or concerns regarding the Inspection or written report. The written report shall be the exclusive findings of the Inspector. Verbal representations not recorded within the Inspection report are not part of the Inspection.

The Client acknowledges that the Inspector is a generalist and that further investigation of a reported condition by an appropriate specialist may provide additional information on the condition of the Property. Should the Inspector's report reveal any additional conditions that require further investigation or repair, the Client agrees that any further evaluation, inspection, and repair work needs to be provided by competent and qualified professionals who are licensed and/or certified to perform the work.

In the event the Client becomes aware of a reportable condition not contained in the written inspection report, the Client agrees to promptly notify the Inspector and allow the Inspector and/or the Inspector's designated representative(s) to inspect said condition(s) prior to making any repair, alteration, or replacement. If the Client fails to so notify the Inspector and fails to allow an additional inspection, then any costs of such repairs, alterations or replacements will be entirely at the Client's cost without recourse against the Inspector.

**PROPERTY ACCESS, LOCKBOX USE, AND SECURITY:** The Client authorizes the Inspector to access the Property for the limited purpose of performing mold screening services, including the collection of air and/or surface samples and retrieval of sampling equipment, using a lockbox, key, or other access method provided by the Client, the property owner, or their respective agents.

The Inspector shall exercise reasonable care in securing the Property upon departure; however, the Inspector does not assume custody or control of the Property and is not responsible for the ongoing security of the Property.

The Inspector shall not be responsible for, and expressly disclaims liability for, any loss, theft, vandalism, or damage to the Property or its contents caused by unauthorized persons, criminal acts, or events occurring outside the Inspector's presence, except as required by law.

The Client acknowledges that the Property may be accessed by other parties during the testing period, including but not limited to the property owner, occupants, real estate agents, contractors, or other third parties, and agrees that any risk of loss or theft remains the responsibility of the property owner and their insurer.

**NO DUTY TO PROPERTY OWNER OR THIRD PARTIES:** The Inspection is performed solely at the request of the Client. The Inspector does not assume responsibility for, nor owe any duty of care to, the property owner, seller, occupant, listing agent, or any third party who is not a signatory to the Inspection Agreement, with respect to property security, loss, theft, or damage. Access to the Property is provided solely as a convenience by the property owner or their agent and shall not be construed as transferring possession, custody, or control of the Property to the Inspector.

**LATENT DEFECTS:** The Client agrees that the Inspection is not a technically exhaustive investigation or evaluation of every aspect of the Property. The Client acknowledges and agrees that the Inspection and the written report will not reveal every existing deficiency and future condition affecting the Property. The Inspector is not responsible for the non-discovery of any latent defects of the Property or any problems that may occur or become evident after the date of the Inspection. Latent defects of the Property include, but are not limited to: cracking, leaking, surface dislocations, or landslides resulting from, without limitation to, water leaks, land subsidence, or other geological problems. The Inspector is not responsible for any defects that may manifest themselves in the future, any structural failures that may occur in the future, or damages that result from future repairs.

**COMPLIANCE WITH BUILDING CODES:** Consistent with the scope of the Inspection, as provided in this Agreement, the Inspector will identify items that may present a health or safety issue. However, the Inspector will not provide an opinion on compliance with any particular building code.

**INSURABILITY:** The Client understands that the Inspection will not determine the insurability of the Property. Insurance companies have different underwriting criteria, and the Inspector cannot be expected to determine how a particular system or component may affect insurability.

**ENVIRONMENTAL AND HEALTH CONDITIONS:** The Client agrees that the Inspection is not intended to detect, identify, or disclose any health or environmental conditions regarding the Property, including, but not limited to the presence of: asbestos, radon, lead, or urea-formaldehyde; wood destroying organisms, feces, urine, vermin, pests, or any animal or insect; drywall that may have been manufactured with contaminated materials (including carbon disulfide, carbonyl sulfide and hydrogen sulfide), polychlorinated biphenyls (PCBs), or other toxic, reactive, combustible, or corrosive contaminants, materials; or substances in the water, air, soil, or building materials. The Inspector is not liable for injury, health risks, or damage caused or contributed to by these conditions.

If the Client wishes to have an inspection for any specific health or environmental condition, that must be covered by a separate addendum to this Agreement.

In addition to the above limitations on the scope of services, the Inspection will not include any engineering or architectural analysis. The report will not offer any opinion about the adequacy of the structural systems and components of the Property.

**RE-INSPECTION OF COMPONENTS:** In the event that the Inspector is asked by the Client to re-inspect a component or condition that has been repaired, the Inspector's scope of re-inspection will be limited to the components or conditions identified. The Inspector will not be responsible for any changed conditions in other components or conditions since the date of the original Inspection. Any re-inspection of repaired components or conditions will not determine if the repair is adequate, proper, or compliant with current building codes. Any re-inspection will only determine if visually identifiable deficiencies still exist.

## LIMITATION OF LIABILITY

### THE FOLLOWING CLAUSE LIMITS THE LIABILITY OF THE INSPECTOR – PLEASE READ CAREFULLY

THE CLIENT AGREES AND UNDERSTANDS THAT THE INSPECTOR IS NOT AN INSURER AND IS NOT WARRANTING OR GUARANTEEING THE ADEQUACY, PERFORMANCE, OR LIFE EXPECTANCY OF ANY STRUCTURE, ITEM, COMPONENT, OR SYSTEM OF THE PROPERTY. THE CLIENT FURTHER AGREES THAT, IF THE INSPECTOR OR ANY OF THE INSPECTOR'S AGENTS, EMPLOYEES, SUBCONTRACTORS, OFFICERS, OR SHAREHOLDERS ARE FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO NEGLIGENCE OR THE FAILURE TO PERFORM THE INSPECTOR'S OBLIGATIONS IN THIS AGREEMENT, INCLUDING THE IMPROPER OR NEGLIGENT PERFORMANCE OF THE INSPECTION OR THE IMPROPER OR NEGLIGENT REPORTING OF CONDITIONS OF THE PROPERTY, **THE INSPECTOR'S MAXIMUM LIABILITY SHALL BE LIMITED TO TWICE THE AMOUNT OF THE PAID INSPECTION FEE.** THIS LIMITATION SHALL NOT APPLY TO ANY DAMAGES SPECIFICALLY ALLOWED BY STATUTE.

THIS LIMITATION OF LIABILITY SPECIFICALLY COVERS LIABILITY FOR: DAMAGED PROPERTY, LOSS OF USE OF THE PROPERTY, LOST PROFITS, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, GOVERNMENTAL FINES AND CHARGES, PUNITIVE DAMAGES, ATTORNEY'S FEES, AND COURT COSTS.

AT THE CLIENT'S OPTION, A **COMPREHENSIVE INSPECTION** WITHOUT LIMITATION OF LIABILITY IS AVAILABLE. A **COMPREHENSIVE INSPECTION** INCLUDES A CONTRACTOR, ENGINEER, AND ARCHITECT REVIEWING THE PROPERTY FOR A MINIMUM FEE OF \$2,500 (REQUIRES QUOTE AND ADDITIONAL SCHEDULING). A **COMPREHENSIVE INSPECTION** REQUIRES A SEPARATE CONTRACT.

THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY DAMAGES CAUSED BY THE GROSS NEGLIGENCE OF THE INSPECTOR IN THE PERFORMANCE OF THE INSPECTOR'S OBLIGATIONS IN THIS AGREEMENT.

## RESOLUTION OF DISPUTES

Any controversy or claim arising out of or relating to this Agreement shall be resolved through **Small Claims Court** (or similar court of limited monetary jurisdiction) in the jurisdiction applicable to this Agreement. In the event that the amount in dispute exceeds the jurisdiction of the applicable **Small Claims Court**, at the Client's election, the dispute shall be settled by **binding arbitration** administered by Construction Dispute Resolution Services, or if unavailable, Resolute Systems, before a single arbitrator using its Commercial Arbitration Rules. The arbitrator shall have at least three years of knowledge and experience in the home inspection industry or similar knowledge and experience in construction. Each party agrees to pay its own costs of arbitration. Should the Client not elect arbitration under this provision, any legal action or proceeding shall be brought in the County in which the Property is located.

## **ENFORCEMENT FEES AND COSTS**

Any party failing to follow the RESOLUTION OF DISPUTES process identified above, shall be **liable for all fees and costs** associated with compelling or enforcing compliance with the RESOLUTION OF DISPUTES process.

## **TIME TO INITIATE ACTION**

Any action regarding or arising from the condition of the Property and the Inspection and/or the written report must be filed and initiated by the Client no later than **one (1) year** following the date of the Inspection. Otherwise, the claim will be barred. If the matter is in arbitration, the arbitrator will be bound by the terms of this paragraph as a limitation on the arbitrator's ability to render an award in favor of the Client.

## **NO WARRANTIES OR GUARANTEES**

The Inspection and the written report are not intended, nor shall they be used or treated by the Client or anyone else, as a guarantee or warranty expressed or implied, regarding the adequacy, performance, or condition of any aspect of the Property. The Client acknowledges and agrees that the Inspector is not an insurer of any inspected or non-inspected conditions of the Property.

## **RELIANCE BY THIRD PARTIES**

The Client agrees and understands that the Inspection report provided to the Client under this Agreement is solely for the Client's exclusive use in evaluating the physical condition of the property. No representation is made by the Inspector as to the value of the Property. If anyone other than the Client relies upon the inspection report, that person agrees to be bound by all of the terms and conditions in this Agreement.

## **ENTIRE AGREEMENT AND SEVERABILITY OF PROVISIONS**

This Agreement contains the entire Agreement between the Client and the Inspector. This document supersedes any and all representations, both oral and written, among the parties. This Agreement may be modified, altered, or amended only in writing and having been signed by both the parties. Any provision of this Agreement which proves to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of this Agreement, and all such other provisions shall remain in full force and effect.

**You may not assign this Agreement. If there is more than one Client, you are signing on behalf of all of them and you represent that you are authorized to do so for all Clients and/or intended beneficiaries. The provisions of this Agreement will be binding upon any party that takes title to the Property with the Client or claims title to the Property through the Client.**

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES**

## **ELECTRONIC SIGNATURES AND AUTHORIZATION**

By electronically signing this Agreement, the Client acknowledges that:

- The Client has read and understands all terms and conditions contained herein.
- The Client agrees to be legally bound by this Agreement.
- The Client represents that he or she has the legal authority to enter into this Agreement with respect to the above-referenced Property.
- The Client authorizes Central Ohio Radon & Mold Testing, LLC to perform the mold screening services described in this Agreement.
- This Agreement may be executed electronically. Electronic signatures shall be deemed original signatures and shall be fully binding and enforceable under applicable state and federal law, including the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act (E-SIGN).

### **CLIENT**

Printed Name:

Signature:

Date:

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### **INSPECTOR**

Central Ohio Radon & Mold Testing, LLC

By:

Printed Name:         Jim Kurek

Date: