



2312 6th Street #3 Santa Monica, CA 90405
Phone: 310-775-2324 Westsidehomeinspections.com

Westside Home Inspections Mold Testing Agreement

The address of the property is: _____.

Fee for the inspection is \$ _____. Fee is due at commencement of inspection.

The Inspection is to be commenced at the above address on _____ (Inspection Date),
at _____ (Time).

Results of the laboratory analysis will be emailed to the client within 72 hours.

This agreement is made on _____ (Today's Date) between Jose L. Barrera (hereinafter "INSPECTOR") and the undersigned ("CLIENT"), collectively referred to herein as "the parties." The Parties understand and voluntarily agree as follows:

- Purpose:** The purpose of the inspection is to attempt to detect the presence of mold by collecting samples to be analyzed by a laboratory.
- Scope:** 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 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. As a courtesy the Inspector may point out conditions that contribute to mold growth but such comments are not part of the bargained for report. **A visual inspection of the property for mold is beyond the scope of this contract and will not be included.**
- Report:** The CLIENT will be provided with copies of the results of the laboratory analysis of the samples collected. The result of the laboratory analysis is not intended to comply with any legal obligations to disclosure.
- Standards of Practice:** Unless otherwise inconsistent with this Agreement or not possible, INSPECTOR agrees to perform the inspection in accordance with the current Standards of Practice for Performing a Home Mold Inspection of the International Association of Certified Indoor Air Consultants ("InterNACHI") posted at <http://iac2.org/sop/>. Although INSPECTOR agrees to follow InterNACHI's Standards of Practice, CLIENT understands that these standards contain limitations, exceptions, and exclusions. CLIENT understands that InterNACHI is not a party to this Agreement and has no control over INSPECTOR or representations made by INSPECTOR and does not supervise INSPECTOR.
- Exclusivity:** The report is intended for the sole, confidential and exclusive use and benefit of the CLIENT and the INSPECTOR has no obligation or duty to any other party. INSPECTOR accepts no responsibility for use by third parties. There are no third party beneficiaries to this agreement. This agreement is not transferable or assignable. Notwithstanding the foregoing, the CLIENT understands that the INSPECTOR may notify the homeowner, occupant, or appropriate public agency of any condition(s) discovered that may pose a safety or health concern.



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6. **Limitation of Liability:** INSPECTOR assumes no liability for the cost of repair or replacement of unreported defects or deficiencies either current or arising in the future. CLIENT acknowledges that the liability of INSPECTOR, its agents and/or employees, for claims or damages, costs of defense or suit, attorney's fees and expenses arising out of or related to the INSPECTOR'S negligence or breach of any obligation under this Agreement, including errors and omissions in the inspection or the report, shall be limited to liquidated damages in an amount equal to the fee paid to the INSPECTOR, 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 INSPECTOR and CLIENT; and (iii) to enable the INSPECTOR to perform the inspection at the stated fee. Inspector is not liable for any results of laboratory analysis.

7. **Dispute Resolution; Binding Arbitration:** Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation arising out of, from or related to this contract or arising out of, from or related to the inspection and inspection report shall be submitted for final and binding arbitration under the Rules and procedures of the American Arbitration Association. **CLIENT agrees to pay all required filing fees.** 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."

8. **No Rule Of Construction:** The parties acknowledge that each of them has had ample opportunity for their own counsel to participate in negotiating and drafting this Agreement. Therefore, no rule of construction shall apply to this Agreement that construes ambiguous or unclear language in favor of or against any party."

9. **Attorneys Fees:** In the event of litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom."

10. **Severability:** If any court having jurisdiction declares any provision of this Agreement to be invalid or unenforceable, the remaining provisions will remain in effect.

11. **Payment:** Payment of the fee to INSPECTOR (less any deposit noted above) is due upon completion of the on-site inspection. 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.

12. **Limitations Period:** Any legal action arising out of this Agreement or its subject matter must be commenced within one year from the date of the Inspection or it shall be forever barred. The CLIENT understands that this limitation period may be shorter than the statute of limitations that would otherwise apply.

13. **Entire Agreement:** This Agreement represents the entire agreement between the parties. All prior communications are merged into this Agreement, and there are no terms or conditions other than those set forth herein. No statement or promise of INSPECTOR or its agents shall be binding unless reduced to writing and signed by INSPECTOR. No change shall be enforceable against any party unless it is in writing and signed by the parties. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. CLIENT shall have no cause of action against INSPECTOR after one year from the date of the inspection.



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, Client

Jose L. Barrera
Inspector, Westside Home Inspections

Date: _____

Date: _____