



Westside Home Inspections Inc 2312 6th St,  
Suite #3 Santa Monica, CA 90405  
info@westsidehomeinspections.com  
(1) 310-775-2324

## Westside Home Inspections Mold Inspection 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).

Report will be emailed to the client and Realtor within 48 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:

- 1. Purpose:** The purpose of the inspection is to attempt to detect the presence of mold by performing a visual inspection of the property and collecting samples to be analyzed by a laboratory.
- 2. 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 inspection 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.
- 3. Report:** The CLIENT will be provided with a written report of the INSPECTOR's visual 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 report will be issued only after the laboratory analysis is completed. The report is not intended to comply with any legal obligations to disclosure.
- 4. 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.
- 5. 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."
- 6. 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."



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**7. 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."

**8. 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.

**9. 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 INSPECTOR has its principal place of business. If INSPECTOR is the substantially prevailing party in any such litigation, the CLIENT shall pay all legal costs, expenses and attorney's fees of the INSPECTOR in defending said claims. The CLIENT further agrees that the International Association of Certified Home Inspectors, Inc. ("Association") is not a party to this Agreement, and any action against it or its officers, agents or employees allegedly arising out of this Agreement or INSPECTOR's relationship with the Association must be brought only in the District Court of Boulder County, Colorado. If the Association substantially prevails in any such action, the CLIENT shall pay all legal costs, expenses and attorney's fees of the Association in defending said claims.

**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. Entire Agreement:** CLIENT has carefully read the foregoing, understands it, and voluntarily agrees to it.

\_\_\_\_\_  
, Client

\_\_\_\_\_  
Jose L. Barrera  
Inspector, Westside Home Inspections

Date: \_\_\_\_\_

Date: \_\_\_\_\_