

MOLD INSPECTION AGREEMENT / RECEIPT

File #: _____

Address to be Inspected: _____

Inspection Date: _____ Time Start: _____ Time Finish: _____

Client(s) Name(s): _____

Mailing Address: _____ City/Town: _____

Postal Code: _____ Phone #: _____ Cellular #: _____

Business #: _____ Client E-Mail Address: _____

The Home Inspection business shall provide the client with a copy of this contract at the time the contract is signed.

Payment due upon completion of Inspection.

I/we, the above named client(s), request a mold inspection of the inspection address noted above. The inspection is to be performed by the below noted inspection company (firm) in accordance within the mold industry accepted Standards of Practice.

It is important for the client(s) to understand that the inspection is based on the limited visual inspection and mold testing of the readily accessible aspects of the building. The report is representative of the inspector's opinion of the observable mold conditions on the day of the inspection. While this inspection may detect present mold it is not an insurance policy, warranty or guarantee on the health of the occupants and the mold contamination of the home. Neither the inspector nor the inspection firm will assume any risks related to this home's mold contamination. This report is for the exclusive use of the contracted parties and may not be used by third parties without the prior written permission from the inspector/inspection firm. Also, this inspection does not include an inspection of any outbuildings or structure not attached to the dwelling.

*I/we have read, understand and accept the terms & conditions as outlined here and on the back side of this page entitled "What to Expect from Your Mold Inspection". I/we understand that legal liability of the inspector, the company and its agents for damages, arising from action or inaction, however caused, is limited in amount to the Base Fee paid for this inspection. I/we also understand that the performance of the Services without this limitation of liability would be more technically exhaustive, likely require specialties and would cost substantially more than the fee paid for this limited visual inspection. **Client please initial here:** _____*

Inspection Company: (name, address, phone number, e-mail address) _____ Rival Home Inspections

_____ 723B – 372 Highway 7 E Richmond Hill On L4B 0C6 _____ 905-922-5437 _____ rival@rogers.com

Inspectors Name (who will be conducting the inspection): _____ Troy Rack _____ Cert. #: _____ IAC2-03-0091

The Client(s) and Inspector(s), by signing below, agree to have read, understand and accept the terms of this contract.

Client(s)/Representative Signature

Date

Print Name

Inspector Signature

Date

Print Name

RECEIPT

Base Fee: _____

Payment Form: _____

Ancillary Fees: _____

Received By: _____

Tax: _____

Date Received: _____

Total Fee: _____

What to Expect from Your Mold Inspection

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, ceilings, floors 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 INSPECTION COMPANY may point out conditions that contribute to mold growth but such comments are not part of the bargained for report. Inspection is not Building Code or By-Law compliance.
3. **Report:** The CLIENT will be provided with a written report of the INSPECTION COMPANY'S visual observations and copies of the results of the laboratory analysis of the samples collected. The INSPECTION COMPANY is not able to determine the extent or type of microbial contamination from visual observations alone. Some microbial contamination may go unnoted in the report and the client accepts this. 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. If you are concerned about any conditions noted in the Home Inspection Report, we strongly recommend that you consult a qualified Licensed Contractor or Consulting Engineer. These professionals can provide a more detailed analysis of any conditions noted in the Report.
4. **Exclusivity:** The report is intended for the sole, confidential and exclusive use and benefit of the CLIENT and the INSPECTION COMPANY has no obligation or duty to any other party. There are no third party beneficiaries to this agreement. This Agreement is not transferable or assignable. Notwithstanding the foregoing, the CLIENT understands that the INSPECTION COMPANY may notify the homeowner, occupant, or appropriate public agency of any condition(s) discovered that may pose a safety or health concern.
5. **Not an Insurance policy, guarantee or warranty:** It is understood the INSPECTION COMPANY and its associates are not insurers and that the inspection report nor the laboratory results shall not be construed as a guarantee or warranty of any kind. Additionally, they are not substitutes for any real estate transfer disclosures which may be required by law.
6. **Duty to Disclose:** The CLIENT pledges to provide all documents and information that are required for the performance of the INSPECTION COMPANY services, namely the Promise to Purchase and its Annexes if these contain information related to the condition of the property, the Owners / Seller's declaration and all warranty documents. The CLIENT also pledges to disclose to the INSPECTION COMPANY any known defects, whether apparent or not, and any problem that may affect the integrity and use of the property of which he/she is aware.
7. **Limit of Liability / Liquidated Damages:** The liability of the HOME INSPECTOR and the INSPECTION COMPANY arising out of this Inspection and Report, for any cause of action whatsoever, whether in contract or in negligence, is limited to a refund of the Base Fee that you have been charged for this inspection. Refund excludes any Ancillary Fees such as, but not limited to: insurance reports, shipping and handling, laboratory and sampling fees, etc.
8. **Severability & Litigation:** This AGREEMENT shall be governed by Ontario law. If any portion of this AGREEMENT is found to be invalid or unenforceable by any court or arbitrator, the remaining terms shall remain in force between the parties. If the INSPECTION COMPANY is the substantially prevailing party in any such litigation, the CLIENT shall pay all legal costs, expenses and attorney's fees of the INSPECTION COMPANY in defending said claims.
9. **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.
10. **Entire Agreement:** This Agreement represents the entire agreement between the PARTIES. No statement or promise made by the INSPECTION COMPANY or its respective officers, agents or employees shall be binding.
11. **Time to investigate:** We will have no liability for any claim or complaint if conditions have been disturbed, altered, repaired, replaced or otherwise changed before we have had a reasonable period of time to investigate.
12. **Cancellation Fee:** At the discretion of the inspector (typically if no follow-up inspection is arranged), a 50% cancellation fee will be required for inspections cancelled within 24 hours of the confirmed inspection start time.
13. **Standards of Practice:** The inspection shall be completed in accordance within the International Association of Certified Indoor Air Consultants Standards of Practice found at www.IAC2.org.

Type of Mold Inspection: Please select which type of Mold Inspection you want performed:

Complete Mold Inspection in accordance with
IAC2 Standards of Practice section 2.0

Client please initial here: _____

Or

Limited Mold Inspection in accordance with
IAC2 Standards of Practice section 3.0

Client please initial here: _____

The client is strongly advised to clarify anything that they don't understand