



Alpha & Omega Home Inspections, LLC

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SC Lic: 1736 / NC Lic.: 2240

Mold Inspection Agreement and Invoice

THIS AGREEMENT IS OUR INVOICE

INSPECTION FEE: \$ _____

▶ Property St. Address: _____

▶ Property City Address: _____

▶ Print Client Name: _____
(Name as used on credit card)

▶ Client phone number: _____

▶ Client Signature: _____

▶ Print Client email: _____
(Reports normally delivered via email)

By my signature above and on the subsequent page, I (CLIENT) acknowledge that I have read both pages of this agreement and limitations, accept the services disclosed, and that I understand the terms and conditions and I agreed to be bound by these. My signature above authorizes the release of the inspection report to my real estate agent, unless specified otherwise in writing.

This Agreement Limits Our Liability. Read It Carefully And Ask About Anything You Do Not Understand.

This contract is an agreement between the CLIENT listed above, and Alpha & Omega Home Inspections, LLC (INSPECTOR, US, WE, OUR) to perform a **mold inspection** at the property listed above. Client understands and agrees this inspection will not meet either the North Carolina or South Carolina state licensure board's "Standards of Practice" for a home inspection. This inspection will not meet any other organizations Standards of Practice for a home inspection. This inspection covers the principal structure and attached structures only. Non-attached structures are inspected per mutual agreement at additional charges. CLIENT has obtained a right of entry to perform this inspection from the seller or seller's representative.

▶ **IMPORTANT:** The Inspector will not open gas or water valves, light pilot lights or gas appliances, activate electrical services that have been turned off, or cut locks open. The CLIENT is solely responsible for ensuring that all utilities are turned on, that breakers are turned on, that all water and fuel valves are open, that HVAC systems are functional, that all pilot lights are lit, that all rooms and crawl spaces are unlocked, and that components such as attics are accessible prior to the inspection. Return visits because utilities were off, valves were off, pilot lights were not lit, or certain areas were locked or otherwise inaccessible will be subject to an additional fee starting at \$150.00 (\$150.00 minimum plus \$100/hr. after the 1st hour, including drive and report writing time). ◀

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 at the time of the inspection. As a courtesy the WE may point out conditions that contribute to mold growth but such comments are not part of the bargained for report. We are not a mold remediation company and INSECTOR shall not be responsible for the cost of developing or implementing a mold mitigation plan. WE will perform a complete home inspection according to the Standards of Practice of the International Association of Certified Indoor Air Consultants, available here: <http://www.iac2.org/sop.php>. If a limited inspection of a certain room(s), or areas of the property is desired instead of a complete inspection, please list those areas here: _____

3. Report: The CLIENT will be provided with a written report of OUR visual observations and copies of the results of the laboratory analysis of the samples collected. WE are 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. INSPECTOR assumes no liability for inaccurate data furnished by the outside testing laboratory referred to herein. 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 Alpha & Omega Home Inspections, LLC has no obligation or duty to any other party. WE accept 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 WE may notify the homeowner, occupant, or appropriate public agency of any condition(s) discovered that may pose a safety or health concern.

5. Limits of Liability and Dispute Resolution – INSPECTOR shall not be liable for any negligence or other interference in this regard by CLIENT or his invitees during the inspection period. This inspection will not eliminate all potential problems. WE do not guarantee that all instances of mold will be located, reported, identified or recognized. CLIENT agrees that OUR limit of liability shall not exceed the amount paid for the inspection, minus any lab fees. WE are not a home warranty company nor do WE carry insurance on warranty claims. If the CLIENT believes WE have made an error or omitted an item the CLIENT feels should have been inspected, the CLIENT agrees to notify US in writing of the alleged error or omission within five days of the discovery of the item(s) and agrees to allow US a reasonable opportunity to re-inspect, address, and repair the alleged error or omission prior to any repairs being performed. Failure on behalf of the CLIENT to notify US in writing and grant US a reasonable opportunity to re-inspect, address, and repair the alleged item(s) is admission by the CLIENT that the condition did not exist at the time of the inspection and shall constitute a remise, full release, and forever discharge US from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, judgments, damages, claims, administrative claims, and demands whatsoever in law or equity. If CLIENT makes a claim against US for an alleged error, omission, or other act arising out of this inspection report and fails to prove such claim, CLIENT agrees to pay all attorneys' fees, arbitrator's fees, legal expenses, and costs incurred by US in defense of the claim. CLIENT agrees that WE will only be named as an expert witness in litigation issues and compensated accordingly. Should any buyer or entity disclaim the authority of contract signer to act as an agent of any or all buyers, then the signer of the contract herein indemnifies us for all costs, damages, judgments, and expenses incurred by us, including attorney's fees, regarding any claims against us made by buyer or entity disclaiming their authority. After a period of 90 days, CLIENT agrees not to attempt any action against the US. 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. In the event that CLIENT fails to prove any adverse claims against INSPECTOR in a court of law, CLIENT agrees to pay all legal costs, expenses and fees of INSPECTOR in defending said claims. If any portion of this agreement is struck down, all other clauses will remain valid and in force.

6. Arbitration Clause: If any dispute arises out of, or relates to, this Agreement, and cannot be settled through direct discussions, the CLIENT agrees to mediation under the mediation rules of Inspection Arbitration Services (IAS), before resorting to arbitration. Thereafter, any dispute, controversy or claim not resolved by mediation shall be settled by arbitration in accordance with the arbitration rules of IAS, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, with all parties provided the right to appeal the decision of the arbitrator within 30 days. Filing fees arising from IAS shall be paid by the CLIENT. See www.inspectionarbitrationservice.com for more information.

7. Exclusivity: The report is copyrighted by US and is prepared exclusively for the CLIENT. **Reports may not be sold or traded to anyone in any form.** CLIENT(s) gives permission for US to discuss report findings with real estate agents, owners, or contractors for the sake of clarification. WE will not release this report to any third party without CLIENT approval.

8. Fees and Payment: Payment is due at the time of the inspection. CLIENT agrees to pay all legal and time expenses related to the collection of all unpaid Inspection fees and a \$25 fee for any returned checks. 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.

▶ **Cancellations with less than 48 hours notice will be billed in full.** ◀

CLIENT HAS CAREFULLY READ THE FOREGOING, AGREES TO IT, AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

▶ **Client Signature:** _____

▶ **Today's Date:** _____