

**MOLD INSPECTION & TESTING AGREEMENT**

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING**

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

Client Name: \_\_\_\_\_

Realtor name, address, and phone [if any]: \_\_\_\_\_

\_\_\_\_\_

Client mailing address: \_\_\_\_\_

\_\_\_\_\_

Client daytime phone: (\_\_\_\_) \_\_\_\_\_

Address of property to be inspected: \_\_\_\_\_

\_\_\_\_\_, hereinafter called "Subject Property," which the

Client represents to have been originally constructed on or about [year of construction if

known to, or as estimated by, the property owner]: \_\_\_\_\_

Inspection and testing date: \_\_\_\_\_

\$\_\_\_\_\_ Inspection and Testing Fee      Paid by: \_\_\_\_\_

THIS AGREEMENT, made and entered into on the Agreement Date indicated above, by and between the above named Client and the undersigned Nubble Technology Ltd, hereinafter referred to as "Inspector."

The Inspector will provide the following services to Client:

- (1) Visually inspect the subject property to check for water damage and mold infestation. In doing such visual inspection, the Inspector will use where the Inspector believes to be a appropriate a hidden moisture meter, a fiber optics inspection device, and a hygrometer;

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(2) Take \_\_\_\_\_ mold tests [including laboratory analysis] at the Subject Property. Each additional test [including laboratory analysis] shall be \$\_\_\_\_\_.

(3) Provide a written report of the Inspectors' visual inspection observations and explanation of laboratory test results, if the total inspection and mold testing fee exceeds \$ \_\_\_\_\_.

The inspection and testing shall be performed in accordance with the Standards of Practice of the Certified Mold Inspectors and Contractors Institute.

The inspection is not a Building Code Inspection, title examination, home inspection for problems other than water and mold, or a by-law compliance inspection. The Inspector does not offer an opinion as to: (a) the advisability or inadvisability of the purchase, sale, or repair or replacement of the property or its components such as, but not limited to, appliances, carpeting, heating, ventilating, and air conditioning equipment and ducts; (b) the property's value; or; (c) the property's potential use.

The Inspection and Testing fee, and any report based on the inspection and testing conducted, is based on a single visit to the property. Additional fees may be charged for any subsequent visits required by the Client. If the Inspector is called upon to prepare for litigation or give testimony as a result of the Inspection and Testing, additional fees shall be charged at the Inspector's then currently fees for any time spent, including, but not limited to, research, consultation, additional inspection and testing time, additional mold laboratory test fees, preparation of reports, travel, time waiting to testify and court appearances or depositions.

The inspection and testing report is based on the condition of the Subject Property existing and apparent on the precise time and exact date of the inspection. Not all conditions may be apparent on the inspection and testing date due to weather conditions, inoperable systems, inaccessibility of areas of the Subject Property, or for other reasons. The Client understands and agrees that the Inspector's inspection and testing can report only: (1) water and mold problems in existence on the date of the inspection and testing; and (2) water and mold problems physically present in the precise and exact Subject Property locations that are actually inspected and tested. Air tests can only report the presence of mold spores in the air of each room in which an air sample is taken. Air tests or swab samples can only report the presence of mold spores in the individual heating, ventilating, and air conditioning ducts in which air tests or swab samples are taken. The Inspector's hidden moisture meter can only detect wet conditions three-fourths of an inch into building materials tested, and only in locations actually tested by the Inspector. The Inspector's fiber optics inspection device can only detect mold growing in each individual wall or ceiling cavity actually inspected by the Inspector. In other words, the Inspector can not report on areas or locations in the building that have not been specifically inspected and tested.

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The Inspector is not responsible or liable for the nondiscovery of any water damage, water problems, or mold contamination or mold problems, or other conditions of the Subject Property, or any other problems which may occur or may be evident after the inspection and testing time and date. Inspector is not an insurer nor guarantor against water problems, mold problems, or other defects in the Subject Property and improvements, systems, or components inspected. Inspector makes no warranty, express or implied, as to the fitness for use or condition of the systems or components inspected. Inspector assumes no responsibility for the cost of repairing any water problems, mold problems, or any other defects or conditions. Inspector is not responsible or liable for any future water problems, mold problems, or any other future failures or repairs.

Inspector and its employees are limited in liability to the fee paid for the inspection and testing services and report in the event that Client or any third party claims the Inspector is in any way liable for negligently performing the inspection or testing, or preparing the Inspection and Testing Report, or for any other reason or claim that Inspector has not fully satisfied all its obligations hereunder. Client hereby agrees to indemnify, defend and hold harmless Inspector if any third party brings claim against Inspector relating to the inspection and testing, or Inspection and Testing Report.

This agreement is governed by the laws and jurisdiction of the State of New Hampshire. Any controversy or claim between the parties hereto, arising directly or indirectly out of, connected with, or relating to the interpretation of the Agreement, the scope of the services, the actual inspection and testing services rendered by Inspector, The Inspection and Testing Report provided to the Client by Inspector, or any other matters of any kind involving any act or omission performed under this Agreement, or promises, representations, or negotiations concerning duties of the Inspector hereunder, shall be submitted to arbitration in accordance with the applicable rules of the American Arbitration Association. The parties shall mutually appoint an arbitrator who is knowledgeable and familiar with the mold inspection and mold testing industry. Judgment on any award may be entered in any court having jurisdiction, and the arbitration decision shall be binding on all parties. Secondary or consequential damages are specifically excluded.

In the event that any dispute arises out of the Inspection, Testing, or Report, and proceedings are commenced by the Client, if the Client is unsuccessful in maintaining the claim in arbitration or elsewhere, then the Client shall be liable to the Inspector for all charges, expenses, costs and legal fees incurred by the Inspector on a complete indemnity basis, including a reasonable fee for all the time spent by the Inspector or Inspector's personnel in investigating, research, preparation for, and attendance at arbitration or court hearings and examinations.

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Any claims must be presented to the Inspector in hand by certified U.S. mail or suitable proof of delivery within one (1) year from the date of the Inspection. Inspector shall have no liability for any claims presented one (1) year after the date of the inspection and testing. Client guarantees Inspector a right to examine the subject matter and area of any claim and offer a resolution prior to Client's performance of remedial measures (except in the event of an emergency, or to protect for personal safety, or to reduce avoid damage to property). This is a condition precedent to Client's claim.

This Agreement and the documents referred to herein constitute the entire Agreement between the parties hereto, and supersede any and all prior representations, discussions, or agreements, whether written or oral. No amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to, in writing, and signed by the parties hereto. If any provision of this agreement in held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

THE INSPECTION, TESTING, AND INSPECTION AND TESTING REPORT DO NOT CONSTITUTE A WARRANTY, GUARANTEE OR INSURANCE POLICY OF ANY KIND. There are no warranties, guarantees or insurance available or provided by the Inspector.

Having read and fully understanding the Agreement, I (we) hereby authorize the inspection and testing of the Subject Property.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Spouse's Signature

\_\_\_\_\_  
Inspector Signature