

**ASBESTOS SAMPLING AGREEMENT**

This is an Agreement ("Agreement") between DETAIL HOME INSPECTION, INC., an Illinois corporation ("DHI") and the undersigned client ("CLIENT"), collectively referred to herein as the "PARTIES." CLIENT agrees to employ DHI to perform a mold inspection as set forth herein.

**ADDRESS:** The address of the property where the sample is to be collected: \_\_\_\_\_

**FEE:** The fee for the sampling service is \$\_\_\_\_\_ and is based on a single visit to the property. The service to be provided is the taking of sample(s) of suspected asbestos and is not technically exhaustive. The fee charged is limited to the taking of sample(s) of suspected asbestos is substantially less than that of a technically exhaustive inspection.

**PURPOSE:** The purpose of the service is to perform a visual inspection of the property and the collection samples of suspected asbestos to be analyzed by a laboratory.

**SCOPE:** The purpose of the asbestos sampling is to collect samples of suspected Asbestos containing building material as identified by the inspector on the day of the inspection. Many asbestos containing materials are located in concealed areas such as wall cavities, below ground level, and other hidden spaces. In order to provide a sufficient Asbestos Survey, the Inspector may be required perform destructive activities (i.e. opening walls, removing flooring, ceiling material, etc. to collect samples of suspect materials. The inspection will be performed in accordance with the sampling protocol outlined in the EPA's AHERA (Asbestos Hazard Emergency Response Act) 40 CFR 763.85 and 763.86. Systems and components to be inspected include exteriors, foundations, roofing, plumbing, attic, interior rooms, heating and central air conditioning, garage or carport, basement and crawlspace where these components are visible and readily accessible on the day of the inspection. If conditions permit, the Client is encouraged to accompany the inspector during the inspection. However, Client participation shall be at the Client's risk for personal injury or damage to person or property for any reason or from any cause. DHI does not perform any type of testing and its services are limited to the collection of the sample(s). Testing will be completed by Pro-Lab. The Asbestos inspection letter and lab test report is performed and prepared for the sole, confidential and exclusive use and possession of the Client(s). Please refer any questions regarding the results to Pro-Lab. The Client agrees to read the entire Asbestos inspection letter and lab test report upon receipt

**I HAVE READ AND AGREE TO THE ABOVE SCOPE OF INSPECTION. INITIAL HERE**

**LIMITS OF THE ASBESTOS INSPECTION.** The Asbestos inspection is limited to the readily accessible and visible systems and components of the property inspected. The inspector may need to have equipment, systems, furniture, appliances, floor coverings, finished or fastened surfaces or components, personal property or other items moved at the cost of the property owner to conduct this inspection or otherwise to expose concealed or inaccessible conditions. **THE ASBESTOS INSPECTION AND REPORT ARE NOT A GUARANTEE OR WARRANTY** that all materials inspected and samples collected contain Asbestos, or that concealed material containing Asbestos do not or will not exist. Asbestos may exist even though visible evidence of such may not be present or accessible during the inspection.

**TERMS AND CONDITIONS:**

A. The Client recognizes that this Asbestos report is solely for the benefit of the Client and that any person or party designated by the Client to receive information in this report shall be subject to the **TERMS AND CONDITIONS** contained herein. Such designation shall be provided in writing to the inspector. The report is not transferable and use or reliance upon the report by anyone other than Client is not authorized. Client

agrees to indemnify and hold the Inspector or Inspector's harmless from any damages, losses or claims brought against Inspector by third parties to whom Client has released the report in contravention of this Agreement, including reasonable attorney fees.

B. The Client agrees that any claim arising in connection with this Agreement shall be made in writing to the Inspector at the address above by certified mail, return receipt requested within 10 days after discovering any problem.

C. The Client agrees to allow the Asbestos inspection company to re-inspect before changing the condition of the problem, except in an emergency. Failure to allow the inspection company the opportunity to re-inspect, as required above, shall constitute a waiver of any and all claims Client may have against the Inspector.

D. Inspector agrees to bring its experience and knowledge in Asbestos inspection to bear on behalf of Client. Both parties acknowledge and agree that should the inspection fail to identify visually evident signs of Asbestos Containing Building Material, damages to Client would be difficult or perhaps impossible to determine. Accordingly, the parties agree that, to the extent allowed by law, any damages for breach of this contract or report are limited to the amount of the inspection fee only. Furthermore, the Client agrees to pay all attorney fees should the Client pursue a civil action against the Inspector, and fail to prevail.

E. The Client agrees that this Agreement represents the entire agreement between the parties. No oral agreements, understandings or representations shall change, modify or amend any part of this Agreement. No change or modification shall be enforceable against any party unless such changes or modifications are in writing and signed by the parties and supported by valid consideration.

F. This inspection and report is not a substitute for any transferor's or agent's disclosure that may be required by law, or a substitute for the Client's independent duty to reasonably evaluate the property prior to the close of the transaction.

**LIMITATION OF LIABILITY AND ARBITRATION**

**AGREEMENT.** It is understood and agreed that DHI is not an insurer and that the Asbestos inspection and report are not to be intended or construed as a guarantee or warranty of the adequacy, performance or condition of any structure, item or system at the property address. The Client hereby releases and exempts the Inspector and its agents and employees of and from all liability and responsibility for the cost of repairs or any unreported Asbestos Containing Building Material and for any consequential damage, property damage, or personal injury of any nature over and above the amount of the inspection fee. 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 Asbestos inspection or Asbestos test report shall be submitted to final and binding arbitration under the rules of the state in which the inspected property is located. The decision of the Arbitrator appointed thereunder shall be final and binding Judgment on the Award may be entered in any Court of competent jurisdiction.

**ACKNOWLEDGEMENT:** I, the undersigned, have carefully read the preceding Sample Agreement and Description and fully understand and agree with the limitations, exclusions and terms described.

**SIGNED** \_\_\_\_\_ **DATE** \_\_\_\_\_

**SIGNED** \_\_\_\_\_ **DATE** \_\_\_\_\_

**INSPECTOR** \_\_\_\_\_ **DATE** \_\_\_\_\_

