

Mold/ Air Quality/ Lead Paint/ Water 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.

Client Name & 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 mold or fungi growth and is not technically exhaustive. The fee charged is limited to the taking of sample(s) of suspected mold or fungi growth 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 mold or fungi growth and asbestos or asbestos material to be analyzed by a laboratory.

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 or other fungi growth 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 DHI may point out conditions that contribute to mold growth but such comments are not part of the bargained for report.

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

DETAIL HOME INSPECTION, INC., its shareholders, directors, officers, agents or employs is a home inspection generalist and is not acting as a licensed engineer or expert in any craft or trade. If **DETAIL HOME INSPECTION** recommends consulting other specialized experts, Client must do so at Client's expense. All items listed as excluded in the ASHI standards, a copy of which is available upon request.

ARBITRATION: Any dispute concerning the interpretation of this agreement or arising from this inspection and report, except one for inspection fee payment, shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of the recognized Arbitration Association except that the parties shall select an arbitrator who is familiar with the home inspection industry. The Arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceedings by legal code. **I have read and agree to the above Arbitration Clause Initial Here _____**

CONFIDENTIAL REPORT: The inspection report to be prepared for Client is solely and exclusively for Client's own information and may be relied upon by any other person. Client agrees to maintain the confidentiality of the inspection report and agrees not to disclose any part of it to any other person. Client may distribute copies of the

inspection report to the seller and the real estate agents directly involved in this transaction, but said persons are not specifically intended beneficiaries of this Agreement or the inspection report. Client agrees to indemnify, defend and hold harmless from any third party claims arising out of Client's unauthorized distribution of the inspection report.

ATTORNEY'S FEE: The prevailing party in any dispute arising out of the agreement, the inspection or report(s) shall be awarded reasonable attorney's fees, arbitrator and other costs.

DISPUTES: Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Premises, as limited herein, shall be made in writing and reported to **DETAIL HOME INSPECTION, INC.** within ten (10) business days of discovery. Client further agrees that with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alteration, modifications or repair to the claim discrepancy prior to a re inspection by the Inspector. Client understands and agrees that any failure to notify the inspector as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

LIMITATION OF LIABILITY:
INSPECTOR'S LIABILITY IS LIMITED TO A REFUND OF THE FEE ACTUALLY PAID FOR THE INSPECTION AND REPORT. THE LIABILITY OF INSPECTOR'S SHAREHOLDERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES IS ALSO LIMITED TO THE FEE PAID. THIS LIMITATION APPLIES TO ANYONE WHO IS DAMAGED OR HAS TO PAY EXPENSES OF ANY KIND BECAUSE OF MISTAKES OR OMISSIONS IN THIS INSPECTION AND REPORT. THIS LIABILITY LIMITATION IS BINDING ON CLIENT AND CLIENT'S SPOUSE, HEIRS, PRINCIPALS, ASSIGNS AND ANYONE ELSE WHO MAY OTHERWISE CLAIM THROUGH CLIENT. CLIENT ASSUMES THE RISK OF ALL LOSSES GREATER THAN THE FEE PAID FOR THE INSPECTION. CLIENT AGREES TO IMMEDIATELY ACCEPT A REFUND OF THE FEE AS FULL SETTLEMENT OF ANY AND ALL CLAIMS WHICH MAY EVER ARISE FROM THIS INSPECTION.

ADDENDUM TO INSPECTION AGREEMENT BINDING ARBITRATION CLAUSE:

Any dispute, controversy, interpretation or claim including claims for, but not limited to, breach of contract, any form of negligence, fraud or misrepresentation or any other theory of liability arising out of, from or related to this agreement or arising out of, from or related to the inspection or the inspection report shall be submitted to final and binding arbitration "under the rules and procedures of the *Construction Dispute Resolution Services*. The decision of the Arbitrator appointed there under shall be final and binding and judgment on the Award may be entered into any Court of competent jurisdiction.

SIGNED _____ DATE _____

SIGNED _____ DATE _____

INSPECTOR _____ DATE _____

