

## **Mold Inspection Agreement between Airvana Inspections LLC and Client**

This is an Agreement ("Agreement") between Airvana Inspections LLC ("INSPECTION COMPANY") and the undersigned client ("CLIENT"), collectively referred to herein as the "PARTIES." CLIENT agrees to employ the INSPECTION COMPANY to perform a mold inspection as set forth herein.

**1. Address:** The address of the property to be inspected:

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**2. Fee:** The fee for the inspection service is \$ \_\_\_\_\_ and is based on a single visit to the property. The inspection is not technically exhaustive. Payment has to be made before the inspection is done.

**3. 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.

**4. 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. 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.

**5. 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. The report will be issued only after the laboratory analysis is completed. The report is not intended to comply with any legal obligations of disclosure.

**6. 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. INSPECTION COMPANY accepts 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 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 as may be required by law.

**7. Limitation of Liability:** It is understood that the INSPECTION COMPANY and the laboratory are not insurers, and that the inspection, laboratory analysis and report shall not be construed as a guarantee or warranty of any kind. The CLIENT agrees to hold the INSPECTION COMPANY and their respective officers, agents and employees harmless from and against any and all liabilities, demands, claims, and expenses incident thereto for injuries to persons and for loss of, damage to, or destruction of property, cost of repairing or replacing, or consequential damage arising out of or in connection with this inspection.

You agree that our liability (and that of our agents, employees, etc.) for claims arising out of this Agreement shall be limited to liquidated damages in an amount equal to the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages including any future health issue that you may attribute to mold in future.

**8. 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.

**9. Litigation:** The parties agree that any litigation arising out of this Agreement shall be filed only in the Court having jurisdiction in the County where the INSPECTION COMPANY has its principal place of business. If 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. The CLIENT further agrees that the International Association of Certified Indoor Air Consultants ("Association") or any other certifying company is not a party to this Agreement, and any action against it or its officers, agents or employees allegedly arising out of this Agreement or INSPECTION COMPANY's relationship with the Association must be brought only in the District Court of Boulder County, Colorado. If the Association substantially prevails in any such action, the CLIENT shall pay all legal costs, expenses and attorney's fees of the Association in defending said claims.

**10. Severability:** If any court having jurisdiction declares any provision of this Agreement to be invalid or unenforceable, the remaining provisions will remain in effect.

**11. 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.

CLIENT has carefully read the foregoing, understands it, and voluntarily agrees to it.

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CLIENT NAME

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CLIENT SIGNATURE

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(Date)

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For Airvana Inspections LLC

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(Date)