



MOLD INSPECTION AGREEMENT

I. **PARTIES:** _____ (“Client” whether singular or plural) agrees to employ Wise Move _____ Inspections, Inc. (“The Company”), to provide a property inspection as set forth herein.

II. **ADDRESS OF THE PROPERTY TO BE INSPECTED:**

(hereinafter the “Property”)

III. **FEE:** The Client agrees to pay The Company, at the time of the inspection, a fee in the amount of \$_____ per sample. The Company estimates, and The Client agrees, that approximately _____ samples will be taken at the time of the inspection. During the inspection, if The Company determines that any additional samples should be taken, they will attempt to contact The Client before undertaking any such additional samples. If The Company is unable to reach The Client, the additional samples will not be taken.

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 Company is called upon to prepare for litigation to give testimony as a result of the inspection and testing, additional fees shall be charged by The Company for any time spent, including but not limited to, research, consultation, additional inspection and testing time, additional laboratory test fees, preparation of reports, travel, time waiting to testify and court appearances or depositions.

IV. **SCOPE OF INSPECTION:** The Company agrees to provide: (a) a visual inspection of the subject property, checking for water damage and mold infestation. In doing such visual inspection, The Company will use, when applicable, a moisture meter, fiber optics, and hygrometer; (b) mold testing described above through an independent and certified laboratory, whose results will be directly available to The Client; and (c) a written report of The Company’s visual observations and an explanation of the laboratory results. The inspection and testing shall be performed in accordance with generally accepted standards of mold inspection and remediation.

This 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 Company 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, ventilation, and air conditioning equipment and ducts; (b) the Property’s value; or (c) the Property’s potential use.

The inspection and testing report is based on the condition of the 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 to areas of the Property, or for other reasons.

The Client understands and agrees that The Company’s inspection and testing can report only: (a) water and mold problems in existence on the date of the inspection and testing; and (b) water and mold problems physically present in the precise and exact areas of the Property that are actually inspected. 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

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individual heating, ventilation and air conditioning ducts in which air tests or swab samples are taken. The Company cannot report on areas or locations on the Property that have not been specifically inspected and tested.

- V. **LIMITATION OF LIABILITY:** The Client agrees that The Company's liability for errors and/or omissions or for negligent performance or non-performance of its obligations under this Agreement shall be limited to a full refund of the fee paid for the inspection, as stated in Section III above. The Client agrees to assume all risk of loss which exceeds the fee paid for the visual inspection and the report. The Client agrees to hold The Company, its officers, agents and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' fees and expenses incident thereto for injuries to persons and for loss of, damage to, or destruction of property arising out of or in connection with this Agreement, unless caused by gross negligence or willful misconduct of The Company, its officers, agents or employees.
- VI. **ENTIRE AGREEMENT:** The execution and delivery of this Agreement by The Company and The Client has not been induced by any representations, statements, warranties, or agreements other than those expressed herein. This Agreement supersedes and cancels all agreements of a prior date between the parties hereto, relating to the subject matter hereof, and constitutes the entire agreement between the parties.
- VII. **GOVERNING LAW AND VENUE:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision (whether State of Florida or any other jurisdiction) that would cause the applications of the laws of any jurisdiction other than the State of Florida. Any proceedings arising between the parties hereto in any manner pertaining or relating to this Agreement or relationship of the parties created hereunder shall be held in Orange County, Florida.
- VIII. **THIRD PARTY BENEFICIARIES:** The Client and The Company agree that The Company's report is intended for the sole use and benefit of the Client. The Client and The Company agree that there are no third party beneficiaries to this Agreement.
- IX. **DISPUTE RESOLUTION:** The parties agree that any litigation arising out of this Agreement shall be filed only in the court having jurisdiction in Orange County, Florida. In the event that the Client fails to prove any adverse claims against The Company in a court of law, Client agrees to pay all legal costs, expenses and fees of The Company in defending said claims, including reasonable attorneys' fees. The Client further agrees to pay all of The Company's legal costs, expenses and fees incurred in collecting payment under this Agreement, including reasonable attorneys' fees.

IN WITNESS WHEREOF, this Agreement has been executed this _____ day of _____, 20_____.

Carl Pennick,
Home Inspector

Client Signature
(Print name & address below)

