



GUARDIAN REAL ESTATE INSPECTIONS COMMERCIAL & RESIDENTIAL

3516 HIGH CREEK DRIVE · COLUMBUS, OH · 43223 · 614.348.6894 · WWW.GUARDIAN-REI.COM

MOLD SCREEN ASSESSMENT AGREEMENT (Please Read Carefully)

Guardian Real Estate Inspections, LLC, (hereinafter "GREI", "Inspector", "we", "us", and "our") agrees to a Mold Screen Assessment within the limits of this agreement on the property located at: _____, _____, Ohio _____

The Mold Screen Assessment will be performed for, _____, (hereinafter "Client", "You", or "Your").

The base fee for this Mold Screen Assessment is \$ _____, payable at the time of the assessment, unless otherwise noted and initialed by both parties.

Purpose: The purpose of the Mold Screen is to detect the presence of a microbial problem in the assessed areas of the Subject Property.

Scope of Mold Screen: The Mold Screen consists of a visual assessment in readily accessible areas for mold and/or conditions that may indicate the presence of mold ("red flags"), for example, musty odor and/or evidence of water penetration. If the visual inspection shows one or more "red flags", then You will be advised and offered the chance to have samples collected in any and all identified areas ("Further Mold Sampling"). The objective of the Mold Screen is to determine whether mold problems exist in the readily accessible area(s) at the time the Mold Screen is performed. As such, the results of the Mold Screen are not a guarantee that mold does or does not / will or will not exist in the property; the results are indicative only of the presence or absence of mold in the areas observed at the time the Mold Screen is performed. In light of no currently established Threshold Limit Values (TLVs) for the majority of substances of biological origins that are associated with building-related exposures, We follow the guidance of the American Conference of Governmental Industrial Hygienists (ACGIH).

Visual Assessment: The purpose of the visual assessment is to identify visual mold contamination or conditions that may be conducive to microbial growth, for example, musty odor and/or evidence of water penetration, in the area(s) You designate. The sole purpose of the visual assessment is to detect the presence, or likely presence, of mold in designated area(s); therefore, the Inspector will not be liable for failure to discover any conditions other than the readily apparent and accessible mold, including, but not limited to, water penetration.

Scope of Visual Assessment/Exclusions: The scope of the assessment is limited to readily accessible areas only. We do not remove floor and wall coverings or move furniture, open walls or perform any type of destructive inspection. Certain structural areas are considered inaccessible and impractical to inspect including but not limited to: the interiors of walls and inaccessible areas below; areas beneath wood floors over concrete; areas concealed by floor coverings; and area to which there is no access without defacing or tearing out lumber, masonry, roofing, or finished workmanship; structures; portions of the attic concealed or made inaccessible by insulation, belongings, equipment or ducting; portions of the attic or roof cavity concealed due to inadequate crawl space; areas of the attic or crawl space made inaccessible due to construction; interiors of enclosed boxed eaves; portions of the sub area concealed or made inaccessible by ducting or insulation; enclosed bay windows; portions of the interior made inaccessible by furnishings; areas where locks prevented access; areas concealed by appliances; areas concealed by stored material; and areas concealed by heavy vegetation. Note: There is no economically practical method to make these areas accessible. However they may be subject to attack by microbial organisms. NO OPINION IS RENDERED CONCERNING THE CONDITIONS IN THESE AFOREMENTIONED OR OTHER INACCESSIBLE AREAS.

Agreement for Further Sampling: If one or more "red flag" areas with the Subject Property are identified based upon the results of the visual inspection, We recommend that additional sampling be conducted in each of the areas identified. You will have an opportunity for sampling of suspected microbial affected areas for an additional fee(s) by executing an Agreement for Further Sampling. The cost of any additional sampling is in addition to the Mold Screen fee.

Report of Visual Inspection Results: Following the visual assessment You will be provided with a written report within 48 hours identifying the summary of findings.

Remediation and Specifications or identified Mold affected areas are not included as part of a Mold Screen Report and You should seek the advice of an Indoor Air Quality Specialist or other appropriate professional for further advice concerning detailed directions on how to address and Mold problems discovered.

Confidentiality: You understand that the assessment is being performed (and the Report is being prepared) for your sole, confidential and exclusive benefit and use. The Report, or any portion thereof, is not intended to benefit any person not a party to this Agreement, including (but not limited to) the seller or the real estate agent(s) involved in the real estate transaction ("third party"). **If you directly or indirectly allow or cause the Report or any portion to be disclosed or distributed to any third party, you agree to indemnify, defend, and hold us harmless for any claims or actions based on the assessment or the Report brought by the third party.**

Notice of Claims: You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act of omission in connection with the Inspection shall be reported to us, in writing, within ten (10) business days of discovery. Unless there is an emergency condition, you agree to allow us a reasonable period of time to investigate the claim(s) or complaint(s) by, among other things, re-inspection before you, or anyone acting on your behalf, repairs, replaces, alters, or modifies the system or component that is subject matter of the claim. You understand and agree any failure to timely notify us and allow adequate time to investigate as stated above shall constitute a complete bar and waiver of any and all claims you have against us related to the alleged act or omission unless otherwise prohibited by law.

UNCONDITIONAL RELEASE AND LIMITATIONS OF LIABILITY: THIS MOLD SCREEN ASSESSMENT IS NOT INTENDED TO BE CONSIDERED AS A GUARANTEE OR WARRANTY, NOR ANY FORM OF INSURANCE, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, OR CONDITION OF THE PROPERTY, ITEMS, AND SYSTEMS AND SHOULD NOT BE RELIED UPON AS SUCH.

Any notices required to be served, shall be served upon GREI at 3516 High Creek Drive, Columbus, Ohio 43223, (614) 348-6894. Any dispute over the content, performance, or execution of this agreement shall be governed by the laws of the state of Ohio. Any dispute concerning this matter shall be litigated in the courts of Franklin County, Ohio.

Should any element of this agreement be declared void, it shall be stricken and the remaining provisions shall remain in full force and effect. This agreement constitutes the entire understanding of the parties with regard to this matter, no statements, oral or otherwise, shall be enforceable unless made in writing and signed by both parties.

The Client acknowledges that he/she has read this agreement in full, prior to signing same, and understands and agrees to all terms and conditions herein.

CLIENT: _____ DATE: _____

For Guardian Real Estate Inspections, LLC: _____, its member.



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AGREEMENT FOR FURTHER MOLD SAMPLING (Please Read Carefully)

Guardian Real Estate Inspections, LLC, (hereinafter "GREI", "Inspector", "Member", "we", "us", and "our") agrees to Further Mold Sampling within the limits of this agreement on the property located at: _____, Ohio _____

The Further Mold Sampling will be performed for, _____, (hereinafter "Client", "You", or "Your").

Mold Screen Results: Based upon the results of the Mold Screen Assessment, We recommend that additional samples be taken in the Subject Property. A checked box indicates the condition(s) warranting this recommendation below. You will be provided information with the written Mold Screen Report identifying the areas of the Subject Property where microbial problems or conditions indicating microbial problems were discovered. This Agreement is not intended to be a substitute or replacement for the visual assessment, all samples will be sent to an accredited Lab with EMLAP and ISO 17025 certification, which will analyze them for the presence of mold. The Lab will then issue a report detailing the presence and type(s) of mold, if any, found in the samples. A reference guide will be provided, which explains the various types of mold along with any recommended action(s). The Client shall be entitled to delivery of the report within 48 hours of GREI receiving the results from the Lab. Please be advised that the results of the samples taken only reflect conditions at the time sampling occurred. Conditions can change over time. This is no guarantee that mold does not exist in other areas of the property. You may wish to seek the advice of an Indoor Air Quality Specialist or other appropriate professional for further advice. All sample results will be included in the Mold Screen Report defined in the Mold Screen Assessment Agreement.

- Evidence of suspected mold growth is visible in one or more areas of the property. It is recommended that swab samples be taken and tested.
- A visible condition exists in the Subject Property that may indicate that water infiltration has occurred or is occurring. Although there may be no visible signs of mold growth, this condition is conducive to mold growth that could be present in areas not readily visible. The tests recommended are: indoor air sampling, which will identify the type(s) of mold present, if any, and the concentrations of mold spores; a carpet test which will give "historical" data; and/or inner wall sampling.
- A musty odor is present at the property. Although there may not be any physical evidence of the presence of mold growth in any readily accessible areas, this odor is consistent with odors commonly associated with the presence of mold growth. An indoor air sample; a carpet test which will give "historical" data; and/or inner wall sampling is recommended.

Based on the above-checked items, the Client agrees to have the following samples taken in the property, as indicated by Your initials.

Location of Area to Be Sampled*	Type of Sample	Quantity	Price	Total	Initials
	Air / Swab/ Carpet / Wall / Bulk		@ \$	= \$	
	Air / Swab/ Carpet / Wall / Bulk		@ \$	= \$	
	Air / Swab/ Carpet / Wall / Bulk		@ \$	= \$	
	Air / Swab/ Carpet / Wall / Bulk		@ \$	= \$	
	Air / Swab/ Carpet / Wall / Bulk		@ \$	= \$	
	Air / Swab/ Carpet / Wall / Bulk		@ \$	= \$	
	Air / Swab/ Carpet / Wall / Bulk		@ \$	= \$	

Fees: The base fee for this Mold Screen Agreement is \$ _____ + Additional Samples @ \$ _____ (See above table for details Total Fee) \$ _____

*We recommend sampling each of the areas identified in the Mold Screen Report having evidence of microbial problems (or conditions conducive thereto). Whether and which additional samples are taken is in the sole discretion of the Client.

UNCONDITIONAL RELEASE AND LIMITATIONS OF LIABILITY: THIS AGREEMENT FOR FURTHER MOLD SAMPLING AND REPORT IS NOT INTENDED TO BE CONSIDERED AS A GUARANTEE OR WARRANTY, NOR ANY FORM OF INSURANCE, EXPRESSED OR IMPLIED, REGARDING THE ADEQUACY, PERFORMANCE, OR CONDITION OF THE PROPERTY, ITEMS, AND SYSTEMS AND SHOULD NOT BE RELIED UPON AS SUCH. By signing below to authorize or decline Further Mold Sampling, You acknowledge that You have read; understand, and agree to the terms and conditions of this agreement, including (but not limited to) the limitation of liability, and limitation period, and agree to pay the fee listed in the shaded box above, due at the time of the initial sampling. In addition, You acknowledge and agree that the Inspector may notify the homeowner and/or occupants of the Subject Property (if other than You), as well as any appropriate public agency, of any condition(s) discovered that may pose a safety or health concern.

Client(s) **authorize** and request the Inspector to take the samples initialed above. Client(s) understand that by requesting further samples that this Agreement for Further Sampling becomes an additional addendum to the Mold Screen Agreement and subject to the terms thereof. Client(s) further acknowledge and agree that the Inspector may notify the homeowner or occupants of the Subject Property (if other than me/us) of any conditions in the Subject Property that may pose a health of safety concern.

Authorized Signature (Client) Date

The undersigned Client(s), acknowledge that Client(s) have been advised and encouraged to have the Subject Property tested for mold, and that client(s) understand that the presence of certain types of mold prevalent in properties/structures can pose severe health hazards. Client(s) **decline** that the Inspector conduct the services recommended above. Client(s) agree to hold harmless Guardian Real Estate Inspections, LLC, the Inspector, and its Members for any damages or responsibility for building conditions which remain undiscovered regarding the discovery of mold and mold spores.

Authorized Signature (Client) Date

For Guardian Real Estate Inspections, LLC: _____, its member.