

## **LIMITATIONS AND CONDITIONS OF THE MOLD ANALYSIS**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client on this Inspection Order (hereinafter "Client") and **ON-SITE MOLD ANALYSIS, an Allied Company**, Allied Building Inspection Services, Inc. (hereinafter "Assessor") agree as follows: There are limitations to the scope of this Assessment. It is not intended to be an exhaustive list. The ultimate decision of what action to take is yours. One property owner may decide that certain conditions require an action, while another will not.

### **1) THE ASSESSMENT IS NOT TECHNICALLY EXHAUSTIVE.**

Assessor will perform a limited, non-invasive, visual inspection of the Property. The Assessment will be conducted in accordance with Florida Statute 468 and Florida Administrative Code Section 61-31.701 (The Minimum Standards and Practices for Mold Assessors). It is not a prediction of future performance or utility. Because your Property Assessor has only a limited amount of time to go through the property, the Assessment is not technically exhaustive.

### **2) THE ASSESSMENT IS AN OPINION OF THE PRESENT CONDITION OF THE VISIBLE COMPONENTS.**

The Property Assessor's Report is an opinion of the present condition of the property. It is based on a visual examination of the readily accessible features of the building. **ACTUAL REPAIR COSTS, IF ANY, MUST BE DETERMINED BY THE CUSTOMER. WE DO NOT PROVIDE COST ESTIMATES IN THIS REPORT.**

A Property Assessment does not and cannot include identifying defects that are hidden behind walls, floors or ceilings.

Some intermittent problems may not be obvious on a Property Assessment because they only happen under certain circumstances. As an example, your Property Assessor may not discover leaks that occur only during certain weather conditions.

Property Assessors will not find conditions that may only be visible when personal property or furniture is moved. Assessors do not remove wall coverings (including wallpaper) or lift flooring (including carpet) or move personal property or furniture to look underneath or behind. You should note that whenever there is water damage noted in the report, there is a possibility that mold or mildew may be present, unseen behind a wall, floor or ceiling.

### **3) THE ASSESSMENT DOES NOT INCLUDE HAZARDOUS MATERIALS.**

This includes building materials that are now suspected of posing a risk to health such as phenol-formaldehyde and urea-formaldehyde based insulation, fiberglass insulation and vermiculite insulation. The Assessor does not identify asbestos roofing, siding, wall, ceiling or floor finishes, insulation or fireproofing. We do not look for lead or other toxic metals in such things as pipes, paint or window coverings.

The Assessment does not deal with environmental hazards such as the past use of insecticides, fungicides, herbicides or pesticides.

### **4) WE DO NOT COMMENT ON THE QUALITY OF AIR OTHER THAN MOLD IN A BUILDING.**

The Assessor does not try to determine if there are irritants, pollutants, contaminants, or toxic materials other than Mold in the building components or in the soil, water, or air in or around the building.

If any potential occupant of your property suffers from allergies or heightened sensitivity to quality of air, we strongly recommend that you consult a qualified Environmental Consultant who can test for other toxic materials and allergens at additional cost.

### **5) THE REPORT IS FOR OUR CLIENT (AND THEIR AGENT, UNLESS ALLIED IS EXPLICITLY DIRECTED OTHERWISE) ONLY.**

The Assessment report is for the exclusive use of the client named herein (AND THEIR AGENT, UNLESS ALLIED IS EXPLICITLY DIRECTED OTHERWISE) only. No use of the information by any other party is intended.

### **6) CANCELLATION FEE / COLLECTION:**

If the Assessment is cancelled within 24 hours of the appointment time, a cancellation fee of 50% of the Assessment fee will apply. Payment is due upon completion of this Assessment. Payable by Credit Card, check, money order or cash. Make check/money order payable to: ON-SITE MOLD ANALYSIS or Allied Building Inspection Services, Inc 8203 SW 124th Street, Miami, FL 33156.

In the event that any monies due under this agreement are not paid, Allied Building Inspection Services, Inc. shall be entitled to recover all costs of collection, including reasonable attorney's fees and interest at the maximum rate allowed by law.

## **7) NOTICE AND WAIVER CLAUSE:**

Any claim arising out of or related to any act or omission of the Assessor in connection with the Assessment of the property shall be made in writing and reported to the Assessor within fourteen (14) business days of discovery and to allow Assessor a reasonable opportunity to re-assess the issue giving rise to the claim before undertaking any repairs. We will have no liability for any claim or complaint if conditions have been disturbed, altered, repaired, replaced or otherwise changed before we have had a reasonable period of time to investigate. Client agrees that a failure to comply with the terms of this paragraph shall constitute a waiver of such claim.

## **8) NOT A PROPERTY, SYSTEMS, OR ITEM GUARANTEE, WARRANTY OR INSURANCE POLICY:**

There is no express or implied warranty of any kind regarding the condition of the property or any of the items or systems contained therein, or as to the future performance or expected lifespan of any of the items or systems contained therein, whether or not mentioned in the Property Assessment Report. This is a limited Assessment only, and this Agreement, the Property Assessment, and the Property Assessment Report do not constitute a general warranty, an insurance policy, a certification, or a guarantee of any kind. It is not a compliance or certificate for past or present governmental or local codes and regulations.

## **9) LIMIT OF LIABILITY / LIQUIDATED DAMAGES:**

The Client agrees that total liability of the Assessor for any and all damages whatsoever arising out of or in any way related to this Agreement, for any cause of action whatsoever, whether in contract or in negligence or for errors and omissions shall be limited to the greater of the amount of the fee paid for the Assessment or \$250.00 (if this is a joint purchase, signee represents actual authority to sign for both parties).

## **10) DISPUTE RESOLUTION; BINDING ARBITRATION:**

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 Assessment and Assessment report shall be submitted for final and binding arbitration under the Rules

and procedures of the American Arbitration Association. CLIENT agrees to pay all required filing fees. The arbitrator may also award the prevailing party attorney fees and costs. The decision of the Arbitrator appointed thereunder shall be final and binding and judgment on the Award may be entered in any court of competent jurisdiction.

**11) ATTORNEYS FEES CLAUSE:**

In the event of Dispute resolution including litigation relating to the subject matter of this Agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting therefrom.

**12) BINDING ON OTHERS CLAUSE:**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective spouses, heirs and successors.

**13) INTEGRATION CLAUSE:**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof, and supersede all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written document duly executed by all parties and shall be construed and enforced in accordance with the laws of the State of Florida.

**14) SEVERABILITY CLAUSE:**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**15) NON-WAIVER CLAUSE:**

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**16) WAIVER OF STATUTE OF LIMITATIONS:**

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 Assessment and Assessment report shall be commenced within one year of the date of the Assessment , without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.