

Service Agreement – Additional Terms and Conditions

General Company will provide the Customer a "Limited Mold and Moisture Survey" of property as identified on the front. This survey may include basic probing questions, a limited visual inspection and sampling of areas in and/or outside the building by the use of Air Impactor, Swab, Cassette, Slide, Petri-Dish and/or Bulk sampling procedures. Company may provide temporary containment, and/or HEPA Air and/or HEPA Vacuuming services as requested. Company will not provide any remediation services.

Company will use best efforts to reduce the chances of cross-contamination during the sampling, or temporary containment, or HEPA Air/Vacuuuming procedures. However, Company makes no warranties or representations, expressed or implied that cross-contamination will not occur. Customer shall hold harmless Company for any cross-contamination.

The survey results, conclusions, and recommendations presented will be based on the subjective evaluation of limited information. They may not represent all conditions at this property as they reflect the information gathered only from specific locations at specific times.

Company has performed the task set forth above in a thorough and professional manner consistent with industry standards and under supervision of a certified professional. Company cannot guarantee and does not warrant that this limited assessment has revealed all adverse environmental conditions affecting the site. Nor can Company warrant that the assessment requested would satisfy the dictates of, or provide a legal defense in connection with, environmental laws or regulations

Unless otherwise specified by the client, Non-Culturable samples were taken. To gather additional information in identifying the presence of mold, viable samples are recommended and are necessary to identify specific species.

Exposure to a mixture of fungal products may lead to toxic symptoms even if no single mycotoxin is present in sufficient amount to cause disease.

Use by Third Parties The report based on these samples will be prepared pursuant to the contractual relationship between the Customer and Company. All findings will be based in part on the exchange of information regarding the property and are based upon the information provided to Company by the Customer. The reliance on, or any use of the report by anyone other than the Customer, for whom it was prepared, is prohibited.

Reliance or use by any such third party without written authorization by Company does not make said third party a third party beneficiary to Company's Agreement with the Customer. Any such unauthorized reliance on or use of the report, including any of its information or conclusions, will be at third party's risk. No warranties or representations, expressed or implied in this report, are made to any such third party.

The results reported and any opinions reached by Company are for the benefit of the client. The results and opinions set forth by Company in its report will be valid as of the date of the report and pertain only to the samples and sampling methods performed on that date. Company assumes no obligation to advise you of any changes that may later be brought to our attention.

The survey results, conclusions, and recommendations presented will be based on the subjective evaluation of limited information. They may not represent all conditions at this property as they reflect the information gathered only from specific locations at specific times, nor does Company guarantee that all contaminated areas in the property were recognized during the survey. This report is limited only to the samples taken at the time and locations sampled. Additional sampling may be needed to further identify species, bacteria, other pollutants, or other affected areas inside the property. No single pair of indoor/outdoor samples should be interpreted by themselves. Replicate samples are optimal and recommended.

Customer Indemnification Customer shall indemnify, defend and hold harmless Company against any actions, loss, claim, suit, and damages including attorney fees related to any claims made by Customers) against third parties.

Unidentifiable Conditions The survey procedures to determine the Indoor Air Quality have been developed to provide the Customer with information regarding probable conditions relating to the property. Company believes that the laboratory analysis and any conclusions to be provided by the report are reasonable. The survey is limited to the conditions observed and to the information available at the time of the work. Due to the nature of the work, there is a possibility that conditions may exist which could not be identified within the scope of the survey or which were not apparent at the time of work. The survey is also limited to information available from the Customer at the time it was conducted. It is also possible that the testing methods employed at the time of the survey may later be superseded by other methods. Company does not accept responsibility for changes in the state of the art. Company, does not guarantee that all contaminated areas in the property were recognized during the survey. This report is limited only to the samples taken at the time and locations sampled. Additional sampling may be needed to further identify species, bacteria, other pollutants, or other affected areas inside the property.

Company will employ generally accepted principles and practices to perform the survey and subsequent laboratory analysis, but this survey is severely limited in scope to the areas listed on the front and per the Customer's request. No demolition or product review will be performed in attempts to reveal material compositions. Surveys consist of sampling and providing reports based on those samples from an accredited laboratory and recommendations made in accordance with generally accepted principles and practices, and are designed to provide an informational tool to assist the Customer. Company or those representing Company bear no responsibility for the actual condition of the structure or safety of a property pertaining to Interior Air Quality contamination regardless of the actions taken by the Customer.

Sample results may be compromised when taken during or shortly after adverse weather conditions. Therefore, Company recommends and strongly suggests to their clients that sampling be avoided if at all possible for 24-48 hours following extreme weather conditions. Adverse weather conditions should be taken into consideration when interpreting results.

It is the responsibility of the homeowner to disclose all known issues of prior water intrusion events and/or microbial growth issues that may have occurred. Company cannot assume responsibility for investigation of any unknown issues, which have not been brought to our attention prior to the commencement of the survey.

Conditions that Warrant a Second Opinion Company recommends that the Customer seek a second opinion from a Certified Industrial Hygienist when any toxic and/or excessive contamination is reported.

Limitation of Liability Company's aggregate liability for all claims arising out of this Agreement, whether based in contract, negligence, strict liability, agency, warranty, indemnity, or any other theory of liability, shall be limited to the total compensation received by Company under this Agreement. In no event shall Company be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if Company has been advised of the possibility of such damages.

Any legal action by Customer against Company under this Agreement for breach, or any Addendum, or for failure to perform in accordance with the applicable standard of care; however denominated, that are based upon such a breach, or failure to perform shall be barred one (1) year from the time the Customer knew or should have known of its claims), but, not later than two (2) years from the substantial completion of the Company's services.

Force Majeure Company's performance under this Agreement, or any obligation hereunder, shall be excused if said performance or obligation is prevented, restricted or interfered with due to any cause(s) beyond the reasonable control of Company or by reason of acts of God, war, revolution, civil commotion, acts of public enemy, embargo, fire, explosion, vandalism, inclement weather, earthquake, acts of the Government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of facilities or equipment. Company shall not be liable for any delay or failure in its performance during the occurrence of such circumstances.

Warranty Company makes no warranties or guarantees, expressed or implied, with respect to any goods or services provided under this Agreement, and any implied warranties of merchantability or fitness for a particular purpose are expressly disclaimed.

Company utilized the New York City Department of Health, Bureau of Environmental & Occupational Disease Epidemiology, Guidelines on Assessment and Remediation of Fungi in indoor Environments, 2000; American Conference of Governmental Industrial Hygienists, Bioaerosols Assessment and Control, 1999; The United States Environmental Protection Agency, Mold Remediation in Commercial Buildings and Schools, 2001; The Indoor Environmental Standards Organization (IESO), Standard Practices for Sampling Mold in the Air: using a Cassette Slide Impactor, Wetted Swabs, Mold in Air Using a Viable Impactor, guidelines; "Sampling Procedures", cyclex-d™ brochure, Charleston, SC (2002); Zefon, user's annual for the Use of the Air-O-Cell™ Air Quality Particle Sample, St. Petersburg, FL (2002), as guides and/or resources formulating the recommendations provided in this report.

Substantial elevations of any type of mold or allergen may cause an allergenic response and should be taken into consideration. If you have concerns regarding your health, contact a Health Care Professional for more information.

Customer: _____ Date: _____