**TDH Home Inspections LLC**

**Mold Inspection Agreement**

This is an agreement between you, the undersigned Client, whose name appears below and TDH Home Inspections LLC to conduct an Inspection at the Property:

**The terms below govern this agreement:**

1. The fee for our inspection is $ , payable in full at a time of or before the appointment.

The fee for “Surface” and/or “Air” samples if necessary or requested is $ per sample, payable in full at the time of the appointment.

2. We will perform a visual inspection of the apartment and provide you with a written report identifying the defects that we observed and deemed “Material”.

3. Unless otherwise noted in this agreement or not possible, we will perform the inspection in accordance with the current Standards of Practice (SOP) of the International Association of Certified Home Inspectors posted at [www.nachi.org/sop](http://www.nachi.org/sop). You understand that InterNACHI’s SOP contains limitations, exceptions and exclusions. (Hard copy available upon request)

4. Unless otherwise indicated in writing we Will Not test for the presence of radon, a harmful gas, compliance with applicable building codes, asbestos, lead paint, soil contamination or other environmental hazards or violations.

5. Our Inspection and Report are for your use only. It is required that you give permission to discuss our observations with Real Estate agents, owners, repair persons or other interested parties. You will be the sole Owner of the report and all rights to it. We are not responsible for use or misinterpretation by third parties and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. If you or any person acting on your behalf provide the report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our Inspection and Report are no way a guarantee or warranty, express or implied regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

6. We assume no liability for the cost of repair or the replacement of any unreported defects, either current or arising in the future. In all cases our liability is limited to liquidated damages in an amount not greater than the fee you paid TDH Home Inspections LLC. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that this is not a penalty, but we intend it to: (i) reflect that fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee.

7. We do not perform engineering, architectural, plumbing or any other job function requiring an occupational license in the jurisdiction where the property is located. If we hold a valid occupational license, we may inform you of this and you may hire us to perform additional functions. Any agreement for such additional services shall be separate and in writing.

8. If you believe you have a claim against us you agree to provide us with the following: (1) written notification of your claim within 7 days of discovery in sufficient detail and with sufficient supporting documents that we can evaluate the same; (2) immediate access to the premises. Failure to comply with these conditions releases us from liability.

9. You agree that the exclusive venue for any litigations arising out of this agreement shall be in the county where we have our principal place of business. If you fail to prove any claim against us you agree to pay all our legal costs, expenses and attorney’s fees incurred in defending that claim.

10. If a court declares any provisions of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire agreement; there are no other terms other than those set forth herein. All prior discussions are merged in to this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorized officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of the inspection.

11. Past due fees for your inspection shall accrue interest at 8% per year. You agree to pay all costs and attorney’s fees we incur in collecting the fees owed to us. If the Client is a corporation, LLC or similar entity, you personal guarantee the payment of the fee.

12. If you request a re-inspection, the re-inspection is subject to the terms of this Agreement

13. You may not assign this Agreement.

14. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us by reason of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult counsel before signing this.

15. If there is more than one Client you are signing on behalf of all of them and you represent that you are authorized to do so.

**The Client has carefully read the above, agrees and acknowledges receipt of a copy of agreement**

Client Signature Date

Print Client Name