

**LIMITED ENVIRONMENTAL INSPECTION AND SAMPLING AGREEMENT
CONTAINS LIMITATIONS OF LIABILITY - PLEASE READ THOROUGHLY**

This Limited Environmental Inspection and Sampling Agreement (the "**Agreement**") is made effective this ____ day of _____ 20__ by and between the inspection company designated on Page 2 of this Agreement ("**Inspector**") and the client designated on Page 2 of this Agreement ("**Client**").

1. SCOPE OF THE INSPECTION: The Client has requested the Inspector to perform a non-intrusive inspection (the "**Inspection**") of the locations listed in Section 5 (the "**Areas**") at the property designated on Page 2 of this Agreement (the "**Property**"). The Inspector has agreed to perform the Inspection in accordance with the terms and conditions of this Agreement for the Client. The inspection is designed to identify possible exposure to risk from any or all of the following: MOLD, RADON, LEAD, ALLERGENS, and/pr DRINKING WATER CONTAMINANTS located in the Areas of the Property. The Inspection shall be limited to the Areas so long as the Areas are accessible to the Inspector. Inspector shall not remove wall coverings or flooring, move furniture, or perform any type of intrusive or destructive testing, except at the express written direction of the Client. No opinions shall be rendered by the Inspector for inaccessible Areas. The inspection is not a physical inspection of systems, structures, or components of any building or parking structure related to serviceability. Further, Client agrees that the Inspection is not a home, building, or safety inspection. The Inspection shall be performed in accordance with the International Association of Certified Indoor Air Consultants (IAC²) and Indoor Environmental Standards Organization (IESO) in effect at the time of the Inspection. Copies of the IAC² and IESO Standards are available upon request. The Inspection is not intended to be comprehensive or technically exhaustive.

The Inspector shall forward the samples obtained during the Inspection to an accredited laboratory utilized by the Inspector (the "**Lab**"). The Lab shall prepare a written report which shall include the findings of the Inspector (the "**Report**"). The Report is for the sole and exclusive benefit of the Client. The Report is not a guarantee that the aforementioned environmental contaminants do or do not exist in the locations inspected, but only an indication of the presence or absence of such contaminants. The findings of the Report are limited in time to when the samples were collected and location where the samples were collected. The Client agrees to read the entire Report upon receipt and shall notify the Inspector within ten (10) business days of any questions or concerns the Client may have regarding the Report.

The Inspector is a general inspector and may not be an expert in any particular craft or trade. There are no express limits or standards related to remediation of homes for some of the environmental testing mentioned in this Agreement. Therefore, actions to remedy conditions at the Property or recommendations made by the Inspector that Client pursues shall be done solely at the Client's expense and Client assumes any risk as a result of failing to remedy the conditions.

2. LIMITATIONS, EXCEPTIONS AND EXCLUSIONS: Excluded from the Inspection is any portion of the building which is inaccessible, concealed from view, or cannot be reported on due to circumstances beyond the control of the Inspector. The following are excluded from the scope of this Agreement unless specifically agreed otherwise, in writing, between the Inspector and the Client.

- a. Serviceability of systems and components;
- b. Examination of conditions related to animals, insects, wood destroying organisms, or damage caused thereby;
- c. Defects not directly associated with current visible conditions caused by any of the environmental contaminants mentioned above;
- d. Turning on and/or operating any systems;
- e. Obtaining any third party information related to the Property and/or systems, including, but not limited to: information related to governmental regulations, permitting, reporting, or product defects, and information prepared by or relating to lawyers, sellers, buyers, contractors, neighbors, agents, brokers, or homeowner or similar associations.
- f. Geotechnical, structural, engineering, architectural, geological, hydrological, land surveying or soil-related examinations, laboratory testing;
- g. Determining compliance with any system, appliance, governmental regulations, homeowner's associations, covenants, restrictions, building codes;
- h. Defects other than those directly related with current visible conditions;
- i. Moving any personal items or Dismantling any system, structure, or component.

3. CONFIDENTIAL REPORT: The Inspection and Report prepared as a result of the Inspection is solely and exclusively for the Client. The Client acknowledges that the Report is not intended to benefit any third party. The Client agrees to indemnify and hold the Inspector and the Lab harmless from any and all third party claims which rely in any manner upon the findings in the Report.

4. MISCELLANEOUS PROVISIONS: This Agreement and the Report do not constitute a home warranty, guarantee, or insurance policy of any kind whatsoever. The Report is not intended to comply with any real estate disclosures required by law. The Inspector is not responsible for changes occurring after the Inspection has been completed. In the event that the Client discovers a condition that may lead to a disagreement between the Client and the Inspector, the Client shall notify the Inspector in writing prior to making any repair, alteration, and/or replacement to said condition, and allow the Inspector or his designated representative to re-inspect and document such conditions. Client shall not rely on any oral comments made by the Inspector.

This Agreement shall not be assigned by the Client without the prior written consent of the Inspector. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their heirs, successors, and assigns. This Agreement constitutes the entire agreement between the Inspector and Client pertaining to the subject matter hereof, and shall not be amended or modified except by a written document signed by both parties. In the event any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remainder of this Agreement not otherwise held unenforceable shall be deemed valid and enforceable.

Each party signing this agreement warrants and represents that he/she has the full capacity to execute this Agreement. If this Agreement is executed on behalf of the Client by a third party, the person executing this Agreement expressly represents and warrants that he/she has the full and complete authority to execute this Agreement on the Client's behalf and to fully and completely bind the Client to all of the terms, conditions, limitations, exceptions and exclusions of this Agreement.

The descriptive headings of this Agreement are intended for reference only and shall not affect the construction or interpretation of this Agreement. All terms and words used in this Agreement regardless of the gender in which they are used shall be construed to include any other gender, masculine, feminine, or neuter, as the content or sense of this Agreement or any section of this Agreement may require. In the event of any litigation between the parties to this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs. Client acknowledges that he/she read and understands at the terms, conditions, and limitations of this Agreement and voluntarily agrees to be bound by the terms of this Agreement, including, but not limited to, payment of the total fee listed in Section 9 and any additional fees that may be listed on "Exhibit A," which is hereby incorporated and made a part hereof.

5. LOCATION, HAZARD, TYPE, QUANTITY, PRICE, AND TOTAL PRICE

Location	Hazard	Type	Quantity	Price	Total
1.	Mold	Air		@ \$	= \$
2.	Mold			@ \$	= \$
3.	Mold			@ \$	= \$
4.	Mold			@ \$	= \$
5.	Mold			@ \$	= \$
6.	Mold			@ \$	= \$
7.	Mold			@ \$	= \$
8.	Mold			@ \$	= \$

Total Fee(s) \$0.00

Note: Please attach separate form if additional samples are needed.

6. UNCONDITIONAL RELEASE: It is understood and agreed that the Inspector and the Lab are not insurers and that any Report provided under this Agreement shall not be construed whatsoever as a warranty or guarantee of performance, adequacy, or condition of any structure, item, or system at the subject property. The Client hereby releases and holds harmless, the Inspector and Lab and their respective agents and employees ("**Indemnified Parties**") from any and all claims, causes of actions, demands, costs, expenses, judgments, losses, and/or damages whatsoever (including without limitation, attorney's fees, litigation expenses at pretrial, trial and/or on appeal, investigation fees, collection fees and court costs) in connection with any claim or demand which Indemnified Parties may suffer or which arise out of the Indemnified Parties' performance of this Agreement.

7. LIMITATION OF DAMAGES: In the event that Inspector and/or Lab or their respective agents and employees are found liable due to breach of this Agreement, negligence, misrepresentation, or any other theory of liability based on the performance of this Agreement, the total sum of liability shall not exceed the fee paid by the Client for the Inspection and Report.

8. GOVERNING LAW AND WAIVER OF JURY TRIAL: This Agreement shall be subject to and governed by the laws of the State of Georgia. The exclusive venue of any action arising under or in connection with this Agreement shall be in the State courts situated in County, State of Georgia. Each party hereto hereby waives trial by jury in any jurisdiction proceeding involving, directly or indirectly, any matter (whether sounding in tort, contract or otherwise) in any way arising out of or related to this Agreement or the relationship established hereunder.

Property address:

Address _____ City _____ State _____ Zip Code _____

Inspector's name _____ Client's name _____

Inspector's signature _____ Client's signature _____

Date _____ Date _____