



# MOLD ASSESSMENT AGREEMENT

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(518) 961-2522  
trichcheckinspections@gmail.com  
www.trichcheckinspections.com

**CLIENT NAME:** \_\_\_\_\_ **INSPECTION DATE:** \_\_\_\_\_

**CLIENT EMAIL:** \_\_\_\_\_ **INSPECTION TIME:** \_\_\_\_\_

**CLIENT PHONE:** \_\_\_\_\_

**PROPERTY ADDRESS:** \_\_\_\_\_

This is a binding contract (hereinafter the "Agreement") between the Client and TriCheck Home Inspection LLC (hereinafter "TriCheck"). CLIENT authorizes ASSESSOR to provide the following inspection services at the Inspection Address and agrees to pay the price stated. **(Please Note: This Agreement must be signed by the Client and Assessor before the start of the mold inspections):**

**SERVICES TO BE PROVIDED:**

1. **STANDARDS OF PRACTICE:** All assessments will be performed in accordance with the current work standards or Article 32 of New York State Labor Law and EPA guidelines.

TriCheck Home Inspections LLC does not perform mold project remediation work. Mold assessors in New York State are licensed by the New York State Department of Labor.

2. **LIMITATIONS:** Visual inspection for mold is limited to readily accessible areas only. We do not remove floor and wall coverings, move heavy furniture, open walls, or perform any type of destructive inspection, unless the property owner has agreed. Destructive inspection will also not be performed unless there is reason for further investigation beyond the normal visual inspection. Certain structural areas are considered inaccessible and often impractical to inspect, including but not limited to, the interiors of walls, areas concealed by floor coverings, areas which there is no access without defacing or tearing out lumber, masonry, roofing or finished workmanship, 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 interior made inaccessible by furnishings, appliances, or stored materials, areas made inaccessible by door locks or padlocks; areas concealed by heavy vegetation.

2. **INCLUSIONS:** Mold Assessments shall include the observation of and reporting on the presence of mold and potential sources of moisture. The assessor may investigate and comment on any building system, appliance, or equipment as needed to explain the potential cause(s) of mold growth, including, but not limited to, electrical systems, plumbing systems, water heaters, heating systems, cooling systems, structural components, foundations, roof, masonry structure, interior components (including ceilings, walls, floors, windows, doors, insulation, and attic ventilation), and exterior components (including gutters, grading, drainage, and siding).

3. **EXCLUSIONS:** The mold assessor is not required to move furniture, personal goods or equipment that may impede access or limit visibility. The mold assessor is not required to inspect inaccessible areas or enclosed construction. Mold assessor is not required to inspect any area the assessor deems to be unsafe, including confined spaces, areas with significant structural damage, areas with toxic or flammable chemicals, and areas with electrical or fall hazards. The assessor is not required to climb on the roof, enter crawl spaces or attics where the ceiling height is less than 4 feet, lacks flooring, or otherwise is inaccessible. Access openings must be a minimum of 18"x24" to be considered accessible.

4. **ADDITIONAL SERVICES:** Unless indicated in the Services Provided section of this Agreement, the Assessor does not intend to perform mold sampling or air sampling as part of the Mold Assessment. There is an additional fee for each sample tested. An outdoor sample must be taken to compare with any indoor samples taken. Sampling is performed only at the Client's specific request or if the Client agrees to a sampling plan at the Assessor's recommendation.

5. **REPORT METHOD:** The Assessor will provide a mold assessment report to the Client, unless otherwise specified in the Services Provided section of this Agreement. The report will be emailed to the Client within 48 hours of the inspection. Typically, the report will be issued on the inspection date. After the remediation work is completed by the remediation company, the Assessor will complete a clearance inspection to ensure the work was completed per the mold assessment plan, and a Clearance Report will be issued by email to the Client.

Client Signature: \_\_\_\_\_ Assessor Signature: \_\_\_\_\_

6. **NON-DISCLOSURE:** The Mold Assessment Report and the Clearance Report are the confidential property of the Client. TriCheck will not disclose to a third party the contents of a home inspection report or any observations, or opinions that pertain to a home inspection report without the prior consent of the Client or the Client's Representative. If the Client or Client's Representative provides the report to a third party who then sues the Client and/or TriCheck, the Client releases TriCheck from any liability and agrees to pay TriCheck's costs and legal fees in defending any action naming TriCheck. TriCheck is 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 TriCheck (including employees and business entities) from any liability whatsoever. The inspection and report are in no way a guarantee or warranty, expressed or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. The Mold Assessment Report is not to be considered a substitute for a seller's Property Condition Disclosure Statement.

7. **LIABILITY:** TriCheck assumes no liability for the cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquid damages in an amount not greater than the fee the Client paid to TriCheck. The Client waives any claim for consequential, exemplary, special, or incidental damages or for the loss of the use of the home/building. The Client acknowledges that the liquid damages are not a penalty, but that TriCheck intends it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between both parties; and (iii) enable us to perform the assessment for the agreed-upon fee.

8. **LITIGATION:** If the Client believes to have a claim against TriCheck, the Client agrees to provide TriCheck with the following: (1) written notification of the claim within seven days of discovery in sufficient detail and with sufficient supporting documents that TriCheck can evaluate it; and (2) immediate access to the premises. Failure to comply with these conditions releases TriCheck from liability. The Client agrees that the exclusive venue for any litigation arising out of this Agreement shall be in the county where TriCheck specifies as its principal place of business. If the Client fails to prove any claim against TriCheck, the Client agrees to pay all TriCheck's legal costs, expenses and attorney's fees incurred in defending that claim. In any action against TriCheck, the Client waives trial by jury. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents the entire agreement between the Client and TriCheck; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by TriCheck 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 the Client and by one of our TriCheck's authorized officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors, and assignees. The Client will have no cause of action against TriCheck after one year from the date of the mold assessment.

9. **RIGHT OF REVIEW:** The Client understands that they have the right to have an attorney of their choice review this agreement before they sign it. They understand that if they do not agree with any of the terms, limitations, or exclusions of this agreement they do not have to sign it. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against TriCheck.

10. **REPRESENTATION:** If there is more than one client, this Client is signing on behalf of all of them, and they represent that they are authorized to do so.

11. **DOCUMENT RETENTION:** TriCheck shall retain this Agreement and the Inspection Report for ten (10) years.

12. **PAYMENT:** Payments may be made for all services at any time, except initial payment is due upon completion of initial onsite mold inspection (including any mold sampling activities prior to remediation work), and final payment is due upon completion of clearance inspection. Final mold sampling (if needed) and clearance inspection reports may be withheld until final payment is made. Payments can be made by cash or check payable to TriCheck Home Inspections LLC.

13. **CONFIDENTIALITY/DISCLOSURE:** The Mold Assessment Report and Clearance Reports are the confidential property of the Client. If the Client desires to have his/her real estate agent, attorney, and/or any other persons receive a copy of the report, please provide names and contact information below.

Agent Email: \_\_\_\_\_ Attorney Email: \_\_\_\_\_

Other Email: \_\_\_\_\_

**Total Fee:** \_\_\_\_\_

**By signing this contract, I hereby agree to all terms and conditions of this Agreement.**

	PRINT NAME	SIGNATURE	DATE
<b>CLIENT:</b>			
<b>INSPECTOR:</b>	BOB PATTON NYS Mold Assessor Company License #: 01771 NYS Mold Assessor CERT# MA02575		