

Heavenly Hands Home Services

Environmental Assessment Agreement

Client's Name

Property Address

Home address

Type of Property

City, State, Zip

City, State, Zip

This assessment is provided at the request of the undersigned Client. This assessment will be performed by Heavenly Hands Home Services (HHHS), for the sole, confidential, and exclusive use and possession of the Client, and may not be relied upon by any other person, or third party, in accordance with the terms and conditions contained in this Agreement.

Read this agreement carefully.

Scope of Assessment

Purpose: The purpose of the Assessment is to detect the possible presence of a microbial problem in the Assessed areas of the Subject Property.

Scope: The Assessment consists of a visual Assessment in; a) readily accessible areas, b) areas within containment due to post remediation, for mold and/or conditions that may indicate the presence of mold (“red flags”) for example, musty odor and/or evidence of water penetration. If this Assessment shows one or more “red flag” areas, then you will be advised and offered the chance to have additional samples collected in any and all identified areas (“Further Sampling”). Finally, if you so elect and designate, the Assessor will only take samples in areas designated by You (“Limited Mold Sampling”). It is important to note that all “red flag” areas identified should have samples collected if Recommendations For Remediation are to be produced. The objective of the Visual Mold Screen Assessment is to determine whether mold problems exist, or continue to exist Post Remediation, in the area(s) sampled at the time the Assessment is performed. As such, the results of the Assessment are not a guarantee that mold does or does not / will or will not exist in the structure; the results are indicative only of the presence or absence of mold in the areas sampled at the time the Assessment is performed. Some areas may be deemed non-accessible where a potential mold condition exists and an intrusive Assessment may have to be performed. An intrusive Assessment may consist of potentially drilling a small hole in an area of a “Red Flag”, or removing a fixture (receptacle/light switch cover, ceiling tile, etc.), or removing a portion of the substrate which is believed to support mold growth. In light of no currently established Threshold Limit Values (TLVs) for the majority of substances of biological origins that are associated with building-related exposures, I follow the guidance of the American Conference of Governmental Industrial Hygienists (ACGIH).

Visual Assessment: The purpose of the visual assessment is to identify visual mold contamination or conditions that may be conducive to microbial growth, for example, musty odor and/or evidence of water penetration, in the area(s) you designate. The sole purpose of the visual assessment is to detect the presence, or likely presence, of mold in the designated area(s); therefore, the Assessor will not be liable for failure to discover any conditions other than readily apparent and accessible mold, including, but not limited to, water penetration. Following the visual Assessment, sample collection and lab results, the Client will be provided with a report stating whether mold or conditions indicating mold are found in the designated area(s).

Scope of Visual Assessment/Exclusions: The visual Assessment is the first part of an Environmental Assessment. The purpose of the visual Assessment is to identify visible mold or conditions that may be conducive to microbial growth (examples musty odor/water intrusion). The sole purpose of the visual Assessment is to detect the presence, or likely presence, of mold; therefore, I will not be liable for failure to discover any conditions other than readily apparent and visible mold, including, but not limited to, water penetration. A visual Assessment is limited to readily accessible areas only. I do not remove floor and wall coverings or move furniture. Unless an intrusive Assessment has been determined and agreed upon, the visual Assessment will not include

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opening walls or performing any type of destructive Assessment. Certain structural areas are considered inaccessible and impractical to inspect including but not limited to; the interiors of walls and inaccessible areas below; areas beneath wood floors over concrete; areas concealed by floor coverings; and areas to which there is no access without defacing or tearing out lumber, masonry, roofing, or finished workmanship; structures; 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 eave; portions of the sub area concealed or made inaccessible by furnishings; areas where locks prevented access; areas concealed by appliances; areas concealed by stored materials; and areas concealed by heavy vegetation. Note: There is no economically practical method to make these areas accessible. However, they may be subject to attack by microbial organisms. I WILL NOT BE LIABLE FOR FAILURE TO DISCOVER CONDITIONS WHICH ARE NOT READILY APPARENT AND VISABLE, INCLUDING MOLD, BUT NOT LIMITED TO, WATER PENETRATION. NO OPINION IS RENDERED CONCERNING THE CONDITIONS IN THESE AFOREMENTIONED OR OTHER INACCESSIBLE AREAS.

Scope of Intrusive Assessment/Exclusions: The purpose of an Intrusive Assessment is to identify mold or conditions that may be conducive to microbial growth in “Red Flag” areas deemed as inaccessible such as, but not limited to; above ceiling tiles, beneath carpet, in ductwork, under sub-floors, behind concrete walls, wall or floor or ceiling cavities, behind/under ceramic tile or finished wood coverings, areas that are locked behind insulation, or other areas which at the discretion of the Assessor would be considered as inaccessible or due to safety. The typical method of accessing an area may consist of potentially drilling a small hole in or close to an area of a “Red Flag” or removing a fixture (receptacle/light switch cover, ceiling tile, etc.), or removing a portion of the substrate which is believed to support mold growth. I will not be liable for failure to discover any conditions other than readily apparent and visible mold, including, but not limited to, water penetration. Note: There is no economically practical method to make these areas accessible; however, they may be subject to attack by microbial organisms. By signing and agreeing to an intrusive Assessment of the possible inaccessible areas, YOU understand that I will make these areas accessible. Client understands that by requesting an intrusive Assessment that permanent damage may occur and may not be repairable. Client further acknowledges and agrees that I am not responsible for repair of the damaged area(s). However, I will cover a hole if drilled to prevent cross-contamination. NO OPINION IS RENDERED CONCERNING THE CONDITIONS IN THESE AFOREMENTIONED OR OTHER INACCESSIBLE AREAS.

Initial Sampling/Lab Testing: Following the visual Assessment, and if required, a minimum of **one sample will be conducted**; or as many samples as agreed to by You. The sample(s), if deemed necessary, will then be sent to an approved Lab, which will analyze them for the presence of mold. The Lab will then issue a report detailing the presence and type(s) of mold, if any, found in the sample(s). A descriptive summary will be provided, which explains the various types of mold, which are present in the sample(s) as well as possible recommended action(s). **Please be advised the results of the sample(s) taken only reflect conditions at the time the sampling occurred.** Conditions can change over time. **This is no guarantee that mold does not exist in other areas of the structure being inspected.**

Agreement for Further Sampling: If “red flag” areas within the Subject Property are identified based upon the results of the visual Assessment, I may recommend that sampling be conducted in each of the areas identified. You will have an opportunity for sampling of suspected mold affected areas for an additional fee(s) by executing an Environmental Assessment Agreement for Further Sampling.

Report of Results: Following the visual Assessment, and additional sampling (if conducted), and after the results from the accredited Lab have been analyzed by me, You will be provided with a Written Report identifying: Types and levels of molds read in sample(s) along with sample locations; a description of each type of mold discovered (where available); and a summary of findings. **Recommendations For Remediation of Identified Mold affected areas are not included as part of an Environmental Assessment Report, however may be provided at my discretion. A fee may be assessed when providing Recommendations For Remediation for detailed directions on how to address any Mold problems discovered.**

Notice of Claims: You understand and agree that any claim(s) or complaint(s) arising out of or related to any alleged act or omission in connection with the Assessment shall be reported to me, in writing, within 7 days after discovery or within 7 business days of being provided the Environmental Assessment Report, whichever is sooner. Unless there is an emergency condition, you agree to allow me a reasonable period of time, not to exceed 30 business days, to investigate the claim(s) or complaint(s) by, among other things, re-Assessment before You, or anyone acting on Your behalf, repairs, replaces, alters or modifies the system or component that is the subject matter of the claim. **You understand and agree that failure to timely notify me and allow adequate/reasonable time to investigate as stated above shall constitute a complete bar and waiver of any and all future claims you may have against me related to the alleged act or omission unless otherwise prohibited by law.**

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