

# COUNTYWIDE PROPERTY INSPECTIONS

9320 Willowgrove Avenue, Suite D • Santee, California 92071 • (619) 448-2874 • (888) 862-6464 • Fax (619) 448-2994

## ADDENDUM

### TERMS AND CONDITIONS OF COUNTYWIDE'S MOLD INSPECTION (Incorporates by reference the terms of our INSPECTION AGREEMENT)

**LIMITED SCOPE:** Your inspector will perform a limited visual inspection of the interior of the home for purposes of flagging the presence of OBSERVABLE mold growth. Areas to be inspected are the same, readily accessible areas that are inspected by COUNTYWIDE'S Inspector in the course of performing his physical inspection of the premises. Limitations applicable to our mold inspection are recited herein and in our INSPECTION AGREEMENT under the caption "Outside the Scope of the Inspection." The following are some of the exclusions that apply to our mold inspection:

a) Inspection of HVAC ducts/vents; A/C evaporator coil/pan area; removal of wall or component access panels; doors or hatches except readily accessible service panels; (e.g., electrical main/sub panels, the HVAC/ service panel; bath-hydro spa panel.)

b) Inaccessible areas include: behind walls & ceilings; under floor coverings; areas obstructed by furniture, appliances, wall coverings; stored items in: rooms, garages, attics, under sinks, in closets & cabinets; areas visually obstructed or inaccessible due to framing, insulation, HVAC ducting, cramped spaces, insulation, temporary construction; areas of limited lighting conditions.

**APPLICABLE STANDARDS OF PRACTICE:** The mold inspection shall be performed in accordance with Section 3.0 of the *IAC2 Mold Inspection Standards or Practice*, as modified by the provisions herein and our Inspection Agreement. Please refer to <http://iac2.org/sop/> for a copy of these Standards of Practice.

**NO GUARANTEE OR WARRANTY STRUCTURE MOLD FREE:** Mold can exist in visually obstructed or inaccessible areas; and conditions conducive to mold growth can vary greatly over time - i.e., such conditions can arise in a short time frame after our inspection. In view of these factors, the results of our inspection is not a guaranty or warranty that mold is not present.

**ASSUMPTION OF RISK - SUBSEQUENT DISCOVERY OF MOLD:** Client acknowledges that deficiencies which arise after our inspection or which were visually inaccessible at our inspection can hide and/or create mold conditions. Client assumes and accepts the risk that after our inspection, mold conditions may arise and/or be discovered in areas flagged as inaccessible, or flagged as being an actual or potential moisture intrusion issue or deficiency.

**TIME TO INVESTIGATE:** Client agrees that COUNTYWIDE shall have no liability for any claim if conditions have been disturbed, altered, repaired, replaced or otherwise changed before we have had a reasonable period of time to investigate any claim of an improper inspection. Pictures of the conditions taken by Client or third parties shall not eliminate the aforesaid required prior notice.

**MOLD REMEDIATION NOT INCLUDED:** COUNTYWIDE shall not provide any mold remediation (removal) advice or service. If mold is flagged by Inspector, Client agrees he/she will rely exclusively upon the recommendations that we urge Client obtain from a mold remediation specialist prior to purchase.

**LIMIT OF LIABILITY:** The liability of COUNTYWIDE arising out of this Mold Inspection and Report, for any cause of action whatsoever, whether in contract or in negligence, is limited to a sum equal to five (5) times the total inspection fee paid by Client to COUNTYWIDE. Client understands that without this limitation on liability, the performance of the mold inspections services would be more technically exhaustive, likely require specialists and consequently, would cost substantially more than the fee paid for this limited visual mold inspection.

**MOLD TESTING - CLIENT TO DECIDE:** COUNTYWIDE shall not be responsible for deciding whether mold testing should or should not be conducted; accordingly, no liability shall arise or be imputed to COUNTYWIDE if mold testing is not conducted or recommended by COUNTYWIDE.

**WE DO NOT CONDUCT MOLD TESTS:** Conducting mold related tests is outside the scope of our mold inspection. We recommend any such testing be performed by a certified mold specialist who does not also offer mold remediation (removal) services. [For informational purposes only, and without assurance or guarantee of any kind, we have received positive client feedback as to the following companies (i) Air & Building Sciences, (858) 278-8188 and (ii) A&A Mold and Allergy Investigation (858) 613-1042].

**MISCELLANEOUS TERMS AND CONDITIONS:** (i) If any portion of this Addendum is found to be invalid or unenforceable by a court or arbitrator, the remaining terms shall remain in force between the parties; (ii) This Addendum and the incorporated terms of the Inspection Agreement represents the entire agreement between the PARTIES. No statement or promise made by COUNTYWIDE shall be binding to alter the terms of this Addendum; (iii) The results of the inspection are non-transferrable and is for the exclusive use and reliance by Client only; no third party beneficiary is created nor intended.

**In signing this Addendum, Client acknowledges having read, understood and accepted all of the terms and conditions set forth in this Addendum, including the above stated Limit of Liability terms.**

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Client(s) / Authorized Agent Signature

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Accepted by Countywide