

DOYLE HOME INSPECTIONS, LLC

BIOGROWTH (MOLD) INSPECTION AGREEMENT

This Biogrowth Inspection Agreement is made on _____, 2005 by and between Doyle Home Inspections, LLC (hereinafter referred to as "DHI ")and _____ (hereinafter referred to as "Customer ").

1. Customer and DHI agree that DHI shall conduct a biogrowth inspection and issue an Inspection Report for the property located at the following address: _____
_____.

2. DHI shall complete the inspection requested by the customer within 30 days of the date of this Agreement and the results of the inspection shall be delivered to the customer within 3 days thereafter. If DHI is not given access to the property within the said time period, then the time for completing the inspection shall be extended and/or DHI shall have the option to terminate this Agreement.

3. The inspection shall include the inspection of the property as set out on the inspection sheet attached hereto and marked Exhibit "A".

4. It is agreed that the inspection is for the purpose of alerting the Customer to fungal growth or conditions favorable to fungal growth on the property. The Inspection Report is prepared for the sole confidential and exclusive use of the Customer.

5. It is understood and agreed that the Inspection Report pertains only to readily accessible areas of the building and is limited to visual inspection of the general systems and components of the home existing at the time of the inspection. Latent and concealed defects and deficiencies are excluded. There will be no dismantling of any equipment, mechanical items, mechanical systems or appliances which are located at the property. The inspection excludes any areas which are not exposed to view, are concealed, or are otherwise inaccessible, unless otherwise noted in writing in this Agreement. DHI shall advise the Customer if its inspection discloses the need for expert inspection by a licensed engineer or other expert. Any further inspection by specialized experts shall be at Customer's expense. The inspection is not a compliance inspection or certification of governmental codes or regulations, nor is it to be considered as a guarantee or warranty.

6. Customer agrees to pay DHI for the biogrowth inspection and Inspection Report the total amount of \$ _____ shall be paid in full at the time of inspection.

7. This Agreement and any other written agreements executed by the parties constitute all of the agreements between the parties and supersedes any oral representations, communications, or agreements of any kind or nature. No additions, modifications or deletions to this agreement shall be valid unless in writing and signed by the parties.

8. Customer agrees to indemnify and hold DHI, its members, employees and agents harmless from any claim, cost or damage brought or claimed by any third party, arising from, or related to this Agreement.

9. **LIMITATION OF ABILITY.** DHI's liability for any mistakes, omissions, or damage resulting from a failure to perform any of its obligations including but not limited to negligence, breach of contract, or otherwise, including the liability of DHI, its members, agents and employees, shall be limited to the sum equal to the amount of the fee paid by the Customer for the biogrowth report and inspection and report, less any costs for laboratory tests.

10. This Agreement shall be governed by Ohio law.

Doyle Home Inspections, LLC

By: _____

Customer