



Gold Health and Safety Consulting, Inc.
4001 Inglewood Ave., Suite 101-292, Redondo Beach, CA 90278
(310) 219-1955 · (310) 219-1934 - F

MOLD INSPECTION/INVESTIGATION AGREEMENT AND RECEIPT

GSC Job Number: _____

Client Name: _____

Client Address: _____

Client Phone/Fax/Email: _____

CLIENT DESIRES TO RETAIN GOLD HEALTH & SAFETY CONSULTING, INC. AS ITS AGENT TO COMPLETE A LIMITED MOLD INVESTIGATION OR INSPECTION AT THE PROPERTY (THE "PROPERTY") LOCATED AT:

INVESTIGATION/INSPECTION DATE: _____

REFERRED BY: _____

INVESTIGATION/INSPECTION TYPE:

- Verbal Report Only, Summary Report, Summary Report w/Remediation Scope of Work, Full Report (Includes Scope of Work), Post-Remediation Inspection

Investigation Fee (From Above), Site Sample(s) (Total number times @ \$ ea), Time & Materials (Labor rate + 20% expense mark-up), Other Charge(s), TOTAL PRICE OF SERVICES

Additional terms of this agreement are printed on the reverse side of this page. By signing in the space provided below, Client hereby agrees to all of the terms of this Agreement, including all pricing and payment terms.

Client Name, Signature, Date, Gold Health & Safety Consulting, Inc., Date

Form of Payment: Cash, Check, Credit Card, Invoice Net 15

Credit Card Type, Credit Card Number, Exp:

Credit Card Client Name, CVC:

Credit Card Billing Address:

Paid Date, Amount of Payment Received: \$

MOLD INSPECTION/INVESTIGATION AGREEMENT AND RECEIPT CONDITIONS/EXCLUSIONS/INCLUSIONS

Definitions:

Client:	The person(s) or entity that has contracted for the services of Gold Health & Safety Consulting, Inc.
Investigation/Inspection:	A limited investigation, which may include air and/or surface samples, to evaluate visible and accessible areas of mold growth reservoirs and their impact on indoor air quality. May include destructive testing with the Client's permission.
Scope of Work:	Written site specific scope of work with recommendations for remediation.

Client hereby agrees and understands that the investigation and/or inspection of the Subject Property, including any mold samples taken from the Property, is limited to a representation of the conditions of the property with respect to mold conditions only at the time of Gold Health & Safety Consulting, Inc.'s on-site activities. The **Client** hereby acknowledges that mold conditions may change with time. Only samples authorized by the **Client** are collected, in locations authorized by the **Client**.

The investigation or inspection, and any written report prepared by Gold Health & Safety Consulting, Inc., is not intended to represent all possible mold or other harmful airborne contaminants or all potential health concerns. The investigation or inspection is limited to visible and readily accessible areas of the Property's basic primary interior structure. The **Client** understands that other/more extensive mold may be present in inaccessible or not readily visible areas, including but not limited to: behind or adjacent to furniture, walls or floor coverings, insulation, obstructions, the substructure or attic, inside duct work, furnaces, etc. Gold Health & Safety Consulting, Inc. is not responsible for items or problems hidden or concealed. In completing the inspection or investigation work, Gold Health & Safety Consulting, Inc., and its agents and representatives are not responsible for disassembling equipment, moving furniture, stored items, carpeting or opening wall or floor coverings. Any destructive or invasive testing performed by Gold Health & Safety Consulting, Inc. is by **Client** permission only. **Client** hereby agrees that if any destructive or invasive testing is performed, **Client** is responsible for any and all repairs to any surfaces damaged by such testing.

Verbal or written reports, or laboratory analysis results, provided by Gold Health & Safety Consulting, Inc. on behalf of the **Client** are solely for the use of the **Client** and Gold Health & Safety Consulting, Inc. Gold Health & Safety Consulting, Inc. will not transfer reports for the benefit of a third party without **Client's** express permission. Gold Health & Safety Consulting, Inc. assumes no responsibility for any future usage of reports or analysis results. **Client** assumes all responsibility to initiate further tests, sampling or remediation and to determine the ultimate source of mold and moisture intrusion and to correct mold problems. Gold Health & Safety Consulting, Inc. is not responsible for final determination of the cause or source or elimination of mold or moisture intrusion. It is the **Client's** responsibility to make available to Gold Health & Safety Consulting, Inc. all information that may be of assistance to Gold Health & Safety Consulting, Inc. in the performance of its services.

Gold Health & Safety Consulting, Inc. is acting as an agent for **Client**. **Client** hereby indemnifies and holds harmless Gold Health & Safety Consulting, Inc. against and from any claims, liabilities, damages, judgments, fines, penalties or costs of whatever nature (including attorneys fees), whether by reason of death of or injury to any person or loss of or damage to any property or otherwise arising out of or in anyway connected with any negligence or error, whether accidental or not, or any related act or failure to act by Gold Health & Safety Consulting, Inc., its agents, subcontractors, servants, employees, licensees or invitees. **Client** agrees to limit Gold Health & Safety Consulting, Inc. aggregate liability for damages arising out of services performed, whether arising out of negligence, strict liability, contract, or otherwise, including liability to third parties, to an amount not to exceed the gross billing for work solely performed by Gold Health & Safety Consulting, Inc. for **Client**, and shall indemnify, hold harmless and defend Gold Health & Safety Consulting, Inc. against any liability in excess of that amount.

Payments and expenses are due at the time of service for each individual work order or site visit completed. At Gold Health and Safety Consulting, Inc.'s option, the **Client** may be invoiced at the completion of the project, or at the end of each calendar month for progress made, whichever comes first. **Client** shall pay invoices in full upon receipt of the invoice. All invoices will be posted first class on the date of issue or hand delivered to the **Client** Representative. After 15 days have elapsed, Gold Health and Safety Consulting, Inc. reserves the right to charge late payment fees consisting of interest at ten (10%) per annum base not to exceed the maximum interest rate allowed by law. If **Client** objects to all or any portion of an invoice, **Client** shall notify Gold Health and Safety Consulting, Inc. in writing within 10 days of **Client's** receipt of such invoice of any and all objections and shall promptly pay that portion of the invoice that is not in dispute. Gold Health and Safety Consulting, Inc. and **Client** shall make every effort to promptly settle an invoice dispute. Late payment fees shall not be applied to disputed invoice portions. **Client** shall pay any attorney's fees, collection agency fees, or other costs incurred by Gold Health and Safety Consulting, Inc. in collecting delinquent amounts.

Any controversy arising out of the project referred to herein or regarding the enforcement or interpretation of this Agreement shall be submitted to binding arbitration upon written notice from either party. Arbitration shall be held in accordance with the then existing rules of the American Arbitration Association but not with the right to discovery under the California Code of Civil Procedure. Should any arbitration or action at law or in equity be commenced by Gold Health and Safety Consulting, Inc. against **Client**, growing out of or in any way connected with this Agreement to enforce or interpret its terms and provisions, Gold Health and Safety Consulting, Inc. shall be entitled to recover reasonable attorney's fees in addition to other remedies to which it may be entitled.

Client agrees that any subsequent follow-up or additional work performed by Gold Health and Safety Consulting, Inc. shall follow the terms and pricing contained herein and on Gold Health and Safety Consulting's applicable Consulting Services Price List, unless client is otherwise informed by Gold Health and Safety Consulting, Inc.

This agreement shall be governed by the laws of the State of California. If any term, provision, covenant or condition contained herein shall for any reason be held or deemed invalid, it shall not render invalid any other term, provision, covenant or condition of the Agreement.

Client Initial Indicates Acceptance of All Terms: _____