



Gold Health and Safety Consulting, Inc.
 14916 Condon Ave. # 1, Lawndale, CA 90260
 (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:

INSPECTION DATE: _____

\$ _____	Investigation & Standard Report (includes full Scope of Work)
\$ _____	Investigation & Abbreviated Report
\$ _____	Visual Inspection Only
\$ _____	Site Sample(s) (Total number _____ times @ \$ _____ ea)
\$ _____	Rush Lab Results (Total number _____ times @ \$ _____ ea)
\$ _____	Time & Materials (Labor rate _____ + 15% 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 the terms of this Agreement and above stated 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: _____

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.
Visual Inspection:	Visual Inspection (only) of all rooms and exterior. Includes only visible and readily accessible areas.
Screening & Investigation:	A limited investigation, which may include air and/or surface samples, to evaluate visible and accessible areas of colonized mold. May include destructive testing with Client's permission. A written report is included.
Scope of Work Report:	Written site specific scope of work report specifically for remediation.

Client hereby agrees and understands that the investigation or inspection of the Subject Property, including any mold samples taken from the Property, are limited to a representation of the conditions of the property with respect to mold conditions at the time of Gold Health & Safety Consulting, Inc.'s on-site activities. 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 accessible areas of the Property's basic primary 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, 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 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 molds and/or correct mold problems. Gold Health & Safety Consulting, Inc. is not responsible for final determination of the cause or source or elimination of mold. 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 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, unless client is otherwise noted 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: _____