

Agreement and Statement of Authorization

This Agreement by and between Environmental Diagnostics Corporation ("EDC") and

Print: _____ Sign: _____ ("Client")

whereby EDC will provide certain services to Client, to be hereinafter described, and Client will pay therefore and agree to such other terms as set forth below.

1. EDC will provide indoor environmental professional (IEP) investigation, assessment services and report its findings to Client. (Hereinafter, documents or oral guidance provided to Client are referred to collectively as "EDC's guidance").

2. Depending on the discretion of EDC, IEP services may include:

Photo documentation of impacted areas.

Sensory documentation of impacted areas.

- Observations of MVOCs (microbial volatiles) may be documented. Presence of evident mold growth in accessible areas of concern will be documented.

Attempts to identify direct water impact, capillary action, condensation, vertical and horizontal pathway migration, and humidity absorption using non-penetrating (SCAN) and/or penetrating moisture meter (PROBE) measurement readings and other investigative methods.

Documentation of events, concerns, actions, findings, and observations of the parties involved, with regard to the investigation/assessment.

- Parties may include the homeowner, tenants, insurance adjusters, independent adjusters, public adjusters, and firms that conduct remediation, mitigation, restoration, construction, and renovation.
- The chronological importance of data is also evaluated.

Attempts to determine the cause and origin of contamination.

Attempts to identify interfaces that may represent a hidden contamination risk.

Attempts to identify hidden cavities.

Physical investigation of crawlspace or attics, (as deemed necessary), given space, access, and safety limitations. Documentation of current non-structural conditions is noted. Maintenance and ventilation suggestions may be provided.

Sampling of airborne mold using nonviable slit impaction to assess the extent of airborne fungal genera activity.

- Analysis by EDC personnel (McCrone Research Institute-certified for mold identification) will be conducted unless otherwise noted.
- Samples will not be preserved.
- Spore samples will be empirically compared to the past 1000 mold projects in a contextual setting. Indoor-to-indoor relationships will be made via a log base comparison. Outside samples are not taken on screenings due to statistical artifact and ACGIH guidance 14.2.3.2.
- Microbial volatile organic compounds (MVOC), mycotoxins, and endotoxins will not be sampled.

Surface sampling with cellophane tape assays for presence of surface fungal genera activity, at the discretion of the investigator.

Blueprints or fire escape plans, where available, may be used.

All information gleaned from our assessment will be reviewed on a contextual basis to make a determination of contamination based on IICRC¹ S520 recommended classifications, specifically "Condition 1, 2, and 3". Briefly:

- Condition 1 is defined as a normal "indoor fungal ecology".
- Condition 2 is settled spores originating from a C3 area
- Condition 3 is active growth.
- Currently, there are no accepted threshold exposure limits or levels, amounts, or sizes of areas of visible mold growth that constitute a concern for occupant or worker safety.

A detailed protocol for remediation, using best practice guidelines, will be provided when appropriate. Post-remediation certification will be provided when the site and/or claimed loss is remediated sufficiently as deemed by EDC staff.

Inspection of HVAC fan chamber if reasonably accessible and overview of supply/return grilles condition.

Bifurcation of causally-related and preexisting conditions and/or contamination given the limitations of contextual evidence.

Evident flood, fire, or safety risk conditions and prevention measures related to indoor air quality may be noted and/or suggested.

EDC agrees to use industry-accepted and/or scientifically reasonable and/or technically prudent techniques.

Archival of all information on electronic database for 5 years.

Client Responsibility and Acknowledgement:

1. Client acknowledges that EDC is hired by the Client and NOT by the insurance firm / agent / adjuster / independent adjuster. Client acknowledges the independence and unbiased position of EDC.
2. Reliance upon EDC's guidance is at the users' own discretion and risk. EDC's guidance is solely for the use of the Client.
3. Client acknowledges that EDC's reports and evaluations are based on assumptive deductions gathered from environmental sampling, analysis, and interpretation. Some health-afflicting by-products of toxigenic fungi and bacteria such as mycotoxins, endotoxins, and microbial volatiles may not be scientifically interpretable and/or cost effective to sample, yet may exist in a building.
4. If the Client identifies a potential mold-related odor, recurring mold, newly discovered mold, or experiences likely-related health symptoms, then the Client agrees to promptly notify EDC and the remediation firm within 10 days of the date on a final clearance report - to give parties a reasonable opportunity to investigate the claim. Client's failure to do so will operate as a waiver of Client's claim.
5. Client authorizes limited invasive damage to building materials for exploratory purposes by EDC.
6. If 'Waiver of Subrogation' is required on a certificate of insurance, a minimum fee of \$300. for each item and/or entity will be assessed, unless pre-arranged in writing.
7. Physical limitations, including those hidden and inaccessible, that EDC may not discover/move/remove that can inhibit a complete assessment include, but are not limited to:
 - Interfaces: wallpaper, firewall layers, wainscoting, baseboards, wall coatings, paneling.
 - Cavities: wall cavities, air ducts, content surfaces, restrictive crawlspaces, interstitial spaces, locked areas.
 - Obstructions: excessive contents, furniture, built-ins, snow, rain, ice.

Disclaimer and Indemnification:

EDC expressly disclaims, and shall not be liable for, any and all damages of any nature whatsoever, whether direct or indirect, arising from or relating to the use of or reliance on the information, requirements, suggestions, or recommendations contained in any of EDC's Guidance, including without limitation any and all special, indirect, incidental, compensatory, consequential, punitive, or other damage (including damages for personal injury, and/or bodily injury, property damage, loss of business, loss of profits, litigation or the like), whether based upon breach of contract, breach of warranty, tort, product liability or otherwise.

Initial: _____ Date: _____

¹ Institute for Inspection and Cleaning, Restoration, and Certification.

EDC IS NOT RESPONSIBLE OR LIABLE FOR:

1. Assessing the extent or level of contamination of any CONTENTS in any living space nor the impact that contaminated contents may have on health or the living space.
2. Contamination and health risks caused by asbestos, lead paint, radon, or particulates, and any other environmental issues not specifically within the scope of EDC's IEP services for this site.
3. Particulates, including but not limited to, drywall dust, protein-based dust, and other biological or non-biological particulates or by-products, which may be elevated due to renovation/restoration activity can cause health problems and content damage.
4. Identifying or discovering contamination within or caused by EIFS wall systems, synthetic stucco, single or double layer firewall systems, exterior-grade gypsum, or similar building materials, especially those which are not readily accessible.
5. Any structural damage, premises damage, content/belonging damage, and/or system damage to or caused by plumbing, electrical, and mechanical systems resulting from EDC's inspection thereof.
6. Exposure risks (including injury, death, infection, toxicosis, or allergy/asthmatic response) to persons or pets from any contaminant or conditions.
7. Any direct or indirect damages, costs, injuries, or deaths related to fire alarms, alarm systems, fire suppression systems, or fire damage.
8. Repair of or compensation for limited and reasonable invasive damage to baseboards, toekicks, drywall, and other building materials which may be caused by EDC as part of the inspection process. Client authorizes EDC to create such damage for exploratory purposes.
9. Delays, delay related costs, or living expenses caused by any of EDC's observations, discoveries, or sampling results.
10. Scheduling, timeliness, or quality of implemented recommendations. Including the completeness or effectiveness of any mitigation or remediation efforts by any party even if EDC's Guidance was believed to be followed.
11. Any amplification, proliferation, or further damage or incursion of costs due to the passage of time, including, but not limited to the period between the initial request and any site visits and any report creation/delivery.
12. Discovering, identifying, assessing and/or interpreting the actual or potential health impact of mold contamination which has been disturbed, hidden, remediated, covered, cleaned, or treated by the Client or any other non-professional (meaning non-remediation) party.
13. Compliance with any applicable statutes, laws, rules, or regulations.
14. The security and safety of unsecured residences.

Payment for Services

1. Services will be rendered pursuant to the Fee Schedule attached hereto as Attachment A. EDC WILL USE ITS BEST EFFORTS TO PROVIDE CLIENT WITH AN ESTIMATE OF COSTS FOR EDC'S SERVICES; HOWEVER, FINAL COSTS WILL BE BASED ON THE ACTUAL TIME EXPENDED BY EDC IN PROVIDING REQUESTED SERVICES. SUBSEQUENT INSPECTIONS WILL BE AT ADDITIONAL CHARGE.
2. Except as provided in the next paragraph, Clients shall pay for services hereunder at the time of services rendered. EDC has the right to reserve delivery of textual products until payment is received.
3. Client authorizes its insurance company, if any, to pay EDC directly; provided, however, Client agrees that it is primarily and solely liable to pay for services rendered hereunder. Client hereby appoints EDC as attorney-in-fact, authorizing EDC to endorse Clients name, and to deposit insurance company checks or drafts for EDC's services. Amounts due in excess of insurance payments are due and payable within 30 days of invoicing by EDC.
4. Interest on unpaid balances will be charged at 1.5% per month (or fraction) (\$20 monthly minimum) on accounts over 30 days past due. If the account is referred to collection then the Client will be responsible for all collection costs, including reasonable attorney fees of not less than twenty percent (20%) of the amount due and owing.
5. CLIENT AGREES THAT EXCLUSIVE JURISDICTION AND VENUE FOR ANY MATTERS ARISING HEREUNDER IS THE APPROPRIATE COURT OF FAIRFAX COUNTY , VIRGINIA.

EDC'S LIABILITY HEREUNDER IS LIMITED TO AMOUNTS PAID BY CLIENT OR ON CLIENT'S BEHALF.

This Agreement constitutes the entire agreement between EDC and Client and may not be modified except in writing signed by all parties. The terms of this Agreement shall control in the event there are conflicting terms in purchase orders, change orders or invoices.

CLIENT _____ DATE: _____
 SITE: _____

FOR EDC