



Asbestos Inspection Service Contract

Terms & Conditions

Fortress Environmental Solutions, L.L.C. (hereafter known as the Company) agrees to perform an asbestos inspection of the structure located at: _____ (the "Property") on behalf of:

_____ (the "Client") focusing on the presence of or likely presence of asbestos and to provide Client with a written report covering the location, quantity and condition of any suspect asbestos containing materials. All tasks will be performed in a manner consistent with applicable legal standards and existing guidelines. Client understands that the scope of work and final conclusions & recommendations are performed and prepared for their sole, confidential and exclusive use. Client agrees that they will not transfer or disclose any part of the final report to any other person with these exceptions ONLY: (a) one copy may be provided to a current seller(s) or buyer(s) of the property but only upon the express condition that the seller(s) covenant to use the inspection report only in connection with Client's transaction, (b) one copy may be provided to an agent representing Client and/or a bank, insurance firm or lender for use in Client's transaction only, (c) one copy may be provided to a third party contractor involved in remediation, remodeling or demolition in or on the property in question. Client agrees to indemnify, defend and hold harmless Company from any third party claims relating to this inspection project or its final report. Neither the Company, nor any of its directors, strategic partners or employees, will be liable for damages arising out of or in connection with the services provided, no information provided by our employees, or manufacturer's literature that may be enclosed in our packaging should be construed as a claim or representation that the products used or services provided are intended for the diagnosis, cure, mitigation, treatment or prevention of disease or any other medical condition resulting from asbestos problems. Only a licensed medical provider and/or certified industrial hygienist can do this and Client is advised to contact such a practitioner in the event of medical conditions due to ongoing or persistent problems. Client agrees to assume all the risk for all conditions which may exist in any area excluded from inspection. Maintenance and other items may be discussed but will NOT form a part of the inspection final report. Client understands that unless specifically noted, the inspection final report does not constitute a guarantee or warranty or fitness for a particular purpose, expressed or implied, or insurance policy, nor is it a substitute for real estate transfer disclosures which may be required by law.

The written final report to be prepared by Company shall be considered the final and exclusive findings of Company of the structure and its condition. Client understands and agrees they will not rely on any oral statements made by the Inspector prior to the issuance of the written report. Client further understands and agrees Company reserves the right to modify the final report for a period of time that shall not exceed five (5) days after the final report has first been delivered to Client. Client understands and agrees that any claim arising out of or related to any act or omission of Company in connection with the asbestos inspection and/or testing of the materials, as limited herein, shall be made in writing and reported to Company within ten (10) business days of discovery. Client further agrees to allow Company to re-inspect the claimed discrepancy, with the exception of emergency conditions, before Client or Client's agents, employees or independent contractors repair, replace, alter or modify the claimed discrepancy. To the extent allowed by law Client understands and agrees that any failure to notify Company as stated above shall constitute a waiver of any and all claims Client may have against Company. To the extent allowed by law: It is understood and agreed by and between the parties hereto that **LIMITATION OF LIABILITY** for errors or omissions in the final report is limited and fixed to a refund of the fee paid for the services provided only.

Client understands that the asbestos inspection or testing may include destructive examination or dismantling. Although effort will be made to limit noticeable evidence of sampling the Company shall not be liable for post-inspection repairs to the property upon conclusion of the above described tasks. Fortress Environmental Solutions LLC requires an inspection agreement to be signed by Client prior to performing any work.

Client understands and agrees that any litigation or legal action of any kind that may involve the services of Company, including response to a subpoena to appear in any court of law as a witness in relationship to the services provided shall be considered additional consulting services. Therefore, client agrees to pay for additional consulting fees, traveling, and any other related expenses.

CLIENT _____ DATE _____

COMPANY REPRESENTATIVE

FAX OR MAIL SIGNED AGREEMENT TO: Fortress Environmental * 649 Busha Road * Owosso, MI 48867 * PHONE: (800) 526-2569 * FAX: (989) 723-5542