



American Air Testing, Inc.

PO Box 12479 | 668 Madrid St.
San Francisco, CA 94112
415-337-2923 | fax: 415-593-7617
www.americanairtesting.com

THIS CLIENT SUPPLIED MOLD SAMPLE PROCESSING SERVICES AGREEMENT, (hereinafter the "Agreement"), by and between American Air Testing, Inc. (hereinafter referred to as AAT), a California Corporation, headquartered at 668 Madrid Street, San Francisco, CA 94112-0479, and _____ for the property located at _____, _____, _____.

SCOPE OF WORK: Processing client supplied sample(s) and preparing a summary of the results.

Client is requesting sample processing and/or other related services provided by AAT;

In consideration of these facts, which shall be deemed an integral part of this Agreement and not as mere recitals, and in consideration of these mutual covenants, representations, agreements and conditions herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

- 1. Costs. Report \$50.00
 - 2. Costs. Laboratory Analysis
Microbial Tape Lift Sample: \$75 each
Standard turnaround time is 3 business days for the above sampling method(s).
- TOTAL AMOUNT \$_____ - Client Initials _____

3. Terms.

- 1. The above price is valid for thirty days from today's date.
- 2. Client understands that very limited clean up directions can be given as AAT has not been onsite.
- 3. Full payment for both the report and laboratory samples is expected upon receipt of the sample.
- 4. Turnaround times are indicated in the above pricing section. AAT is not liable for any delay caused by the environmental laboratory.
- 5. If separate reports for individual offices, floors, apartments, condos, or other area(s) are requested, there is an additional charge of \$50 for each separate report. A single report is included in the *Inspection and Report* charge quoted above.

4. Late Fees and Cancellations.

- 1. If your check is returned by our bank for any reason, there is a \$50.00 fee.
- 2. Any payment or partial payment that is due and unpaid for more than 30 days will accrue interest at the rate of 10% per year.
- 3. Any payment or partial payment that is due and unpaid for more than 45 days will incur administrative fees, collection research fees, and costs.
- 4. Time spent by American Air Testing's employees is billable to the Client. The Client is fully responsible for all time spent by American Air Testing's personnel necessary to collect past due bills. Client is also fully responsible for all third party collection costs, including but not limited to, the pursuit of all legal remedies available for collection of monies owed under this Agreement.

5. Limitation of Liability. AAT and Client, acknowledge that they have read and understand this provision and that they expressly agree that AAT's liability for any injury to property and/or persons arising from or relating to AAT's work under this Agreement, including without limitation, liability relating to all indoor environmental contaminants shall not exceed \$5,000 or this Agreement's Sum, whichever is greater. Client agrees to this Limitation of Liability.

6. Sole Remedy. The remedies specified in this Agreement are the only ones available under this Agreement.

7. **Notice.** Any notice that either party may desire to give to the other party must be in writing and may be given by personal delivery, by mailing the same certified mail (return receipt requested postage prepaid) or by a reputable overnight delivery service, to: Laura Riera, Agent for Process of Service for American Air Testing, Inc., 668 Madrid St., San Francisco, CA 94112.

8. **Confidentiality.** AAT will not discuss any part of this project with any party without client's written permission, with the legal exception of lead-based paint projects.

9. **Entire Agreement.** This Agreement may be amended only in writing and signed by both parties. This Agreement contains the entire understanding of the parties with respect to these matters. All prior representations, covenants, proposals and understandings, whether written or oral, are superseded and merged herein.

10. **Assignment.** Neither party may assign or transfer its rights or obligations under this Agreement except with the express written consent of the other party; provided, however, that a successor in interest by merger, by operation of law, purchase or otherwise of the entire business of either party shall acquire all rights and obligations of such party hereunder without the necessity of obtaining prior written consent, but with written notice to the other party. Any assignment without such consent shall be null and void and of no force or effect.

11. **No Waiver.** The failure of any party to insist on strict compliance with the terms and conditions of this Agreement will not constitute a waiver of such right, nor will such failure stop or otherwise bar such party from asserting a subsequent act or omission as a violation of this Agreement.

12. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of the successors and permitted assigns of the parties named.

13. **Term.** The term of this contract shall expire by mutual Agreement upon payment of all sums due and no additional work ordered by Client for the property named in the Agreement or required by subpoena for Client's benefit or 180 days from the date of initial work by AAT, whichever date comes first. It is mutually agreed that any subpoena received by AAT for the property named in this Agreement will reactivate all terms and conditions of this Agreement, including percipient witness subpoenas, unretained or unnamed expert subpoenas.

14. **Legality.** In performing their respective functions and duties under this Agreement, the parties shall each observe and comply with all local, state, and federal laws, regulations, departmental bulletins, and governmental orders applicable to the activities being performed.

15. **Construction and Venue.** This Agreement will be deemed to have been executed in the City of San Francisco, State of California, whose laws will control the interpretation and enforcement of this Agreement. The parties agree that venue for any legal action arising under this Agreement shall be San Francisco, California

16. **Right of Inspection.** The Client guarantees AAT and/or its agents the right to examine or re-inspect any areas involved in any dispute.

17. **All Disputes.** All disputes involving the property named in this Agreement must be presented in writing to AAT within ninety (90) days of the date of the initial inspection. AAT assumes no liability for any dispute presented ninety days (90) days after the date of initial inspection.

18. **Execution.** This Agreement may be executed in two or more original counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same instrument. In making proof of this Agreement, it will not be necessary to produce or account for more than one counterpart.

19. **Understanding.** By signing below, all parties confirm they have read and understand this entire Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by duly authorized officers.

Client: _____

Print signature: _____

Date: _____

Credit Card/Payment information:

Please call us with credit card information.

It is not secure to send credit card info through email.

Office: 415-337-2923