Sphaerus LLC dba Envirogyn® • Environmental Consulting & Testing
617 8th Ave N, Texas City, TX 77590 • (281) 694-5742 • info@envirogyn.com
TDLR MAC #1544 • TDLR LAB #1050 (ISO/IEC 17025) • TDLR MRC #1611

FORM ENV-MSA-2026 • INTERACTIVE CLIENT AUTHORIZATION & STATUTORY FIREWALL

Master Client Service Agreement & Conflict Firewall

Standard Inspection / Consulting Authorization, Access Waiver & Tex. Occ. Code § 1958.155 Single-Track Election

FORM CODE
ENV-MSA-2026

How to Complete: Type directly into the fields below and select **ONLY ONE** statutory track in Section 2. Under **Texas Occupations Code § 1958.155** and **16 TAC § 78.72**, Envirogyn® strictly separates Mold Assessment Consulting / Laboratory Testing from Mold Remediation Contracting on the same property.

1. Client, Billing & Subject Property Identification

UETA Ch. 322 • Page 1 of 2

Client Legal Name / Entity (Auto-Syncs to Page 2)

Authorized Signatory & Title

Billing Street Address, City, State & ZIP

Direct Phone Number

Report Delivery Email Address

Quote / Proposal # & Agreed Fee ($)

Subject Property Street Address, City, State & ZIP (Auto-Syncs to Page 2)

2. Mandatory Statutory Conflict Firewall & Single-Track Election

Tex. Occ. Code § 1958.155

☐ TRACK A **Consulting, Assessment, Protocol, Phase I ESA, Lead or PRV Clearance**

TDLR MAC #1544 / TX DSHS Lead / EP (40 CFR § 312). Envirogyn® serves strictly as independent consultant/assessor and will **NOT** bid on or perform remediation contracting on this Property.

☐ TRACK B **Standalone In-House Mold Laboratory Analysis Only**

TDLR LAB #1050 (ISO/IEC 17025:2017). Strictly Mold Air (ASTM D7391) & Mold Surface (ASTM D7658) on COC ENV-COC-MLD-2026. Lead & water samples are analyzed by accredited reference labs on their own COC.

☐ TRACK C **Mold Remediation Contracting Only (Under Outside MAC Protocol)**

TDLR MRC #1611. Envirogyn® executes an unaffiliated Outside MAC's written Protocol (16 TAC § 78.100) and will **NOT** perform assessment, lab QA, or PRV clearance on this Property.

If Track C Selected — Outside MAC Firm Name

Outside MAC TDLR License # & Protocol ID

3. Site Access, Testing Scope & Pre-Entry Hazard Disclosures

Access & Safety Gate

☐ Non-Destructive Visual / FLIR / Moisture-Pin Testing Authorized ☐ 6mm Borescope / Targeted Cut Authorized

Known Asbestos / Lead / USTs / Biohazards? ☐ Yes (Describe Below) ☐ None Known ☐ Power, Lighting & HVAC Active

Gate Codes, Tenant Escort Contact & Known Site / Utility Hazards

4. Standard Commercial Terms, Payment & Limitation of Liability

Texas Law • Galveston Co.

4.1 Site Access & Standby Readiness

Client grants Envirogyn® unobstructed access to all interior areas, attics, crawlspaces, and mechanical rooms on scheduled inspection dates and warrants that electric, water, and HVAC utilities are active unless hazard-locked. Missed appointments, locked gates, unescorted tenant refusals, or shut-off utilities requiring a return trip incur a **$195 mobilization fee**. Cancellations or reschedules with fewer than 24 business hours' notice incur a **$150 hold fee**.

4.2 Payment Terms & Report Release

Standard residential and commercial engagements require a **50% scheduling deposit** with the remaining **50% due prior to release** of final signed deliverables, laboratory Certificates of Analysis, Protocols, Phase I ESA reports, or TDI Form MDR-1. Pre-approved institutional clients may elect Net-15 / Net-30 terms in writing; past-due balances accrue interest at 1.5% per month.

☐ **Standard 50% Deposit / 50% Prior to Report Release** ☐ **Pre-Approved Net-30 PO #:**

4.3 Standard of Care, Hidden Conditions & Limitation of Liability

Services follow prevailing standards (**ASTM E1527-21**, **ANSI/IICRC S520/S530**, **40 CFR Part 745**, **16 TAC Ch. 78**) and represent conditions strictly on the inspection date. Envirogyn® makes no warranty regarding concealed defects behind sealed wall cavities or future moisture events. **TO THE MAXIMUM EXTENT PERMITTED BY TEXAS LAW, CLIENT AGREES THAT ENVIROGYN®'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL PROFESSIONAL FEES PAID UNDER THE APPLICABLE WORK ORDER (OR $2,500, WHICHEVER IS GREATER).** Third-party lenders/buyers may rely solely upon issuance of an executed Reliance Letter (SKU ESA-106).

4.4 Confidentiality, Statutory Reporting & Governing Law

Reports remain confidential to Client and designated Reliance Parties unless disclosure is required by court order, subpoena, or mandatory TDLR/TCEQ/EPA reporting obligations. This Agreement is governed by the laws of the **State of Texas** with exclusive venue in Galveston County, Texas. Electronic signatures carry full legal effect under Tex. Bus. & Com. Code Ch. 322 (UETA).

5. Client Authorization & Tex. Occ. Code § 1958.155 Acceptance

Execution Block

Client Printed Full Name

Title / Signing Authority

Client Electronic / Ink Signature (Tex. Bus. & Com. Code Ch. 322)

Date Signed

Envirogyn® Accepting Officer

Officer Acceptance & Date

Ready to Submit Your Authorization?

Save your completed PDF (Ctrl+S), confirm one Section 2 Track is checked, and email directly to **info@envirogyn.com** • (281) 694-5742.

Email Signed Agreement →