

ADDENDUM TO PURCHASE AND SALE AGREEMENT
(MOLD DISCLOSURE AND RELEASE)

The following terms and conditions are added to the Purchase and Sale Agreement ("Agreement"), dated _____ 20_____, between _____ ("Seller), and _____ ("Buyer):

1. Seller and Buyer are advised that Molds may be present in the Property. Seller and Buyer also acknowledge that none of the real estate agents or brokers involved in this transaction is an expert regarding the identification of, detection of, presence of, significance of, or treatment of Molds. Seller acknowledges it is their responsibility to disclose any information they know about Molds at the Property, and conditions that could lead to the presence of Molds. Buyer understands that the real estate brokers and licensees involved in this transaction are not responsible for undertaking any separate investigation, inspection, evaluation or disclosure with regard to Molds or conditions that could lead to the presence of Molds.

For purposes of this provision, Seller and Buyer acknowledge that Molds include fungus and microbes. Fungus includes any form of fungus, including but not limited to, yeast, mold, mildew, rust, smut or mushroom. Microbes mean any non-fungal microorganism or non-fungal colony-form organism.

2. While the real estate brokers and licensees do not have specialized expertise with regard to Molds, the parties understand and acknowledge that Molds are generally understood to be living organisms that feed on organic material. They are apparently a natural part of both outdoor and indoor air. However, when Molds germinate and grow, they can produce spores. Recently, concern has arisen in various parts of the country that elevated levels of Mold spores in indoor living or working environments may increase the risk of adverse health effects, particularly respiratory problems.

One type of Mold, commonly referred to as "black mold," is generally considered the most likely to be harmful. This Mold is believed to require a lot of moisture to grow, so finding it indoors indicates significant moisture accumulation. It can apparently grow on materials with high fiber and low nitrogen content, such as paper (including wallpaper and the paper covering gypsum wallboard), wood, carpet or insulation. Apparently, Mold growth, once started, will continue until the presence of significant moisture accumulation is stopped.

3. Seller acknowledges that Seller has the sole responsibility for disclosing to Buyer in writing any knowledge Seller has regarding the presence of Molds or conditions that could lead to the presence of Molds at the Property. Seller agrees to indemnify and hold the real estate brokers and agents involved in the transaction harmless from any loss, injury, claim or damage allegedly arising in any way in connection with a claimed failure of Seller to disclose known material facts related to Molds or moisture conditions which could cause or lead to the presence of Molds.

4. Buyer acknowledges that Buyer is solely responsible for determining whether to undertake any professional evaluation or inspection to determine the presence, effect of, and recommended course of treatment or actual treatment for any known, disclosed or potential Molds at the Property. Buyer acknowledges that no real estate broker or licensee has any responsibility or obligation in connection therewith.

5. In addition, the parties are advised that, in general some steps can be followed to reduce the amount of mold in a property or prevent it from growing, including:

- ◆ Dry water-damaged areas and items within 24-48 hours to prevent mold growth.
- ◆ Fix leaky plumbing or other sources of water.
- ◆ Wash mold off hard surfaces with detergent and water, and dry completely.
- ◆ Absorbent materials (such as ceiling tiles and carpet) that become moldy may have to be replaced.

- ◆ Reduce indoor humidity (to 30% - 60%) to decrease mold growth by: venting bathrooms, dryers, and other moisture-generating sources to the outside; using air conditioners and de-humidifiers; increasing ventilation; and using exhaust fans whenever cooking, dishwashing and cleaning.
- ◆ Indoor plants are another source of moisture than can raise humidity and contribute to mold growth.

The above is intended as general advice and not as a substitute for professional advice. More information can be obtained from the Environmental Protection Agency, including its publication "A Brief Guide to Mold, Moisture, and Your Home" that may be obtained via the Internet at www.epa.gov/iaq/molds/index.html.

5. Remainder of Agreement Unchanged. Except as modified by this Addendum, the remainder of the Agreement between the parties shall remain unchanged.

6. Release. Based on the above, Seller and Buyer acknowledge that no real estate broker or licensee has responsibility for any claim, matter, condition, loss or damage associated in any respect with Molds. Seller and Buyer acknowledge that this waiver and release has been specifically negotiated as part of the basis of the agreement for services to be provided by the real estate brokers and licensees involved in this transaction, it defines and limits the scope of obligations owed by the brokers and licensees to any of the parties, and allocates those responsibilities solely to the Seller and Buyer, as described above.

Seller's Initials

Buyer's Initials

SELLER:

BUYER:

Date: _____

Date: _____