



BIO-GROWTH, MOLD, MILDEW, FUNGI AND AIRBORNE PATHOGENS DISCLOSURE FORM

NOTICE: Any residential real property on which a residential dwelling was built may present exposure to bio-growth, mold, mildew, fungi and airborne pathogens. Buyer is advised that the presence of bio-growth, mold mildew, fungi and airborne pathogens may affect Buyer’s intended use of the Property. The Buyer and Seller agree that the property is conveyed by the Seller “as is” and completely without representation or warranty. The Buyer has acknowledged that the Seller has afforded the Buyer full and ample opportunity to inspect the premises.

Property Address: _____

Buyer initial here: _____

Buyer has (check one below):

_____ Received a ten (10) day opportunity (or a mutually agreed upon period) to conduct a risk assessment or inspection for the presence of bio-growth, mold, mildew, fungi and all airborne pathogens.

_____ Waived the opportunity to conduct a risk assessment or inspection for the presence of bio-growth, mold, mildew, fungi and all airborne pathogens.

Within five (5) days of Buyer’s receipt of the risk assessment or inspection report, Buyer shall provide a copy of the report to the Seller. Within five (5) days of the Buyer’s receipt of the risk assessment or inspection report the Buyer may elect to void the contract and demand the return of Buyer’s deposit monies paid. Upon the return of Buyer’s deposit, the contract shall be null and void, with no further recourse to either party. If the Buyer does not obtain and deliver the results of said inspection, to the Seller, within the time period required herein, the Buyer shall forfeit his right to void the agreement and shall not be entitled to the return of the deposits paid herein. However, if the Buyer does not provide the Seller with a copy of the risk assessment or inspection report, within the prescribed time period, the Seller may void the contract and return the Buyer’s deposit. if the risk assessment of inspection report indicates the presence of bio-growth, mold mildew, fungi or any airborne pathogens, the Seller may require the Buyer execute further disclosures and indemnifications agreements. if Buyer is unwilling to execute said agreements, at or before closing. Seller may void the contract and return the Buyer’s deposit monies. Upon the return of the Buyer’s deposit monies, the parties shall have no further recourse to each other.

Upon execution of this addendum hereof by all parties, this contract shall be in full force and effect.

Date

Date

Buyer

Seller

Buyer

Seller