

MOLD ADDENDUM

1. **THE PARTIES.** This Mold Purchase Agreement Addendum (“Addendum”) made this _____ is by and between:

Seller: _____ (“Seller”) and

Buyer: _____ (“Buyer”).

The Seller and Buyer are each referred to herein as a “Party” and, collectively, as the “Parties.”

2. **ORIGINAL AGREEMENT.** This Addendum is being added to the purchase agreement between the Parties, dated _____, for the property located at _____ (“Original Agreement”).
3. **MOLD PRESENCE.** The Parties are advised that molds may be present on the property. Additionally, the seller and buyer understand that none of the real estate brokers or agents engaged in this transaction are authorities on mold identification, detection, presence, importance, or treatment. Seller understands that it is their obligation to disclose any knowledge they may have regarding the presence of mold at the Property and any circumstances that might contribute to it. Buyer is aware that the real estate brokers and licensees participating in this transaction are not obligated to do their own independent research, inspection, evaluation, or disclosure regarding molds or situations that could lead to the existence of molds.
4. **SELLER ACKNOWLEDGMENT.** Seller acknowledges that Seller is solely responsible for informing Buyer in writing of any information regarding the existence of mold or circumstances that could result in the presence of mold at the Property that Seller may have. Seller agrees to defend and hold harmless the real estate brokers and agents involved in the transaction from any loss, harm, claim, or damage that may result from a claim that Seller failed to disclose material information about molds or conditions that could cause or contribute to the presence of mold.
5. **BUYER ACKNOWLEDGMENT.** Buyer acknowledges that the decision to commission any professional review or inspection to ascertain the existence, consequences, and suggested course of treatment for any known, disclosed, or potential molds at the property as well as the actual course of treatment rests exclusively with the Buyer. The Buyer acknowledges that no real estate broker or licensee is liable or responsible for this in any way.

6. **RELEASE.** Seller and Buyer agree that no real estate broker or licensee is accountable for any claim, issue, condition, loss, or harm connected to 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 rendered 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 it assigns those responsibilities solely to the Seller and Buyer, as stated above.
7. **EFFECT ON AGREEMENT.** Except as specifically mentioned in this Addendum, all other terms and conditions of the Original Agreement shall remain in full force and effect.
8. **EXECUTION.** This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Seller Signature: _____ **Date:** _____

Print Name: _____

Buyer Signature: _____ **Date:** _____

Print Name: _____