



**MOLD INSPECTION ADDENDUM**

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to Contract of Sale dated \_\_\_\_\_ ,  
between Buyer \_\_\_\_\_ and  
Seller \_\_\_\_\_ for Property known  
as \_\_\_\_\_ .

The following provisions are included in and supersede any conflicting language in the Contract.

**1. SCOPE AND LIMITATIONS OF INSPECTIONS:** The purpose of this inspection is to discover significant adverse or dangerous mold conditions, if any, within the Property.

This Addendum and the inspection provided herein is NOT for the purpose of making items of a routine maintenance and/or cosmetic nature the subject of further price negotiations between Buyer and Seller.

**2. SELLER'S OBLIGATION UNDER OTHER PROVISIONS OF CONTRACT:** This Addendum does not affect Seller's obligations under the "Condition of Property and Possession" paragraph of the Contract.

**3. INSPECTION:** Buyer, at Buyer's expense, has the right to have a qualified expert selected by Buyer take air quality and surface samples in any area of the interior or exterior of the home, including garage, to determine evidence of mold or mold spores of any kind and level(s) of toxicity. Samples will be sent for analysis to a qualified laboratory. Such inspection and laboratory analysis shall be completed; and in the event mold or mold spores are found, a copy of the laboratory analysis and report together with a separate written statement indicating what repair or corrective action is required, shall be submitted to Seller, within \_\_\_\_\_ ( \_\_\_\_\_ ) days from the Date of Contract Acceptance.

**4. RIGHTS AND OBLIGATIONS OF BUYER AND SELLER:** Seller shall make the Property accessible for such inspections. Neither Buyer, nor any agent or contractor of Buyer, shall in any way excavate, penetrate, or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection. If the Property is part of a condominium, Buyer will be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of the inspection(s).

**5. INSPECTION REPORT PROCESS:** Buyer, upon written notice to Seller given within the time period specified for the inspection, shall have the unconditional right to terminate the Contract for no stated reason, based upon dissatisfaction with the inspection results. If Buyer elects to terminate the Contract, the Contract shall become null and void, and all Deposit(s) shall be disbursed in accordance with the Deposit(s) paragraph of the Contract.

If Buyer fails to have inspection performed, or if Buyer fails to submit results of inspection to Seller along with a separate written statement indicating what items identified in the report are considered unsatisfactory, and what repair or corrective action is requested, within the time period specified in the paragraph describing such inspection, Buyer shall be deemed to have accepted, as satisfactory, said inspection report; and Buyer shall have no right thereafter to terminate the Contract or



Buyer \_\_\_\_\_ / \_\_\_\_\_

Seller \_\_\_\_\_ / \_\_\_\_\_



