**RIDER 8**

**TO PURCHASE AND SALE AGREEMENT**

[Mold Disclosure]

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| **DISCLAIMER: This Rider is not a final or complete instrument, and includes several options which may be included or deleted, and should not be executed in their present form. The HBAA and its local chapters do not assume any liability for damages arising from the use of this document and any exhibits and attachments thereto and give no opinion that any of the terms and conditions in this document or any exhibits and attachments should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated between the parties based upon the respective interests, objectives, and bargaining positions of all interested parties. Seek specific legal advice from your lawyer.** |

The terms of this Rider (the “Rider”) are hereby incorporated into and made a part of the Purchase and Sale Agreement (the “Agreement”) dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Seller”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Buyer”). Defined terms as used herein shall have such meaning as may be ascribed to such terms in the Agreement. To the extent of any inconsistency in the terms and conditions of this Rider and the terms and conditions of the Agreement, the terms and conditions of this Rider shall control. Seller and Buyer further agree as follows:

“Maintenance and Prevention of Moisture-Related Conditions.

* 1. Whether Buyer experiences mold growth depends largely on how Buyer manages and maintains the Property and Buyer agrees to take actions after the closing to prevent conditions that might cause mold or mildew. Buyer hereby acknowledges and agrees that, upon the closing and occupancy of the Property by Buyer: (i) it shall be the responsibility and obligation of Buyer to maintain the Property, including the Dwelling and all components thereof, in good condition and repair, including all caulking, water seals, exterior surfaces and finishes, mortar, water pipes, drainage systems, HVAC pipes and systems, basement and crawl space areas, gutters, roofs, and landscaping, for the prevention of water penetration, mildew, mold, spores, fungi, damage to wood and other materials, and other moisture-related conditions; (ii) the failure to do so could result in health-related problems and/or damage to Buyer and to the Property; (iii) Seller shall have no liability or responsibility with respect to same and will not be liable for any actual, special, incidental, or consequential damages based on any legal theory whatsoever, including, but not limited to, strict liability, breach of express or implied warranty, negligence or any other legal theory with respect to the presence and/or existence of molds, mildew, and/or microscopic spores caused by the acts or omissions of Buyer; and (iv) Buyer hereby waives and disclaims any claims against Seller arising out of any such condition and any loss, damage, or injury resulting therefrom.
  2. Buyer further acknowledges and agrees that: (i) if Buyer becomes aware of water intrusion into the Property, Buyer should respond immediately; (ii) in cases of serious water damage, Buyer should hire construction and indoor air quality consultants to assess the damage and determine what remediation is needed; (iii) inadequate remediation, even if well-intentioned, will only create more problems; (iv) water damaged materials may need to be removed, and the source of the water intrusion should be addressed; (v) the Property may have to be vacated while remediation work is in progress; and (vi) a certified industrial hygienist experienced with testing for molds in indoor environments should be retained to determine whether the water damage has caused a source of mold growth and amplification.
  3. Buyer further acknowledges and agrees that: (i) unusual odors should also be investigated promptly; (ii) unusual odors may be indicative of water intrusion and mold growth; and (iii) chronic complaints of illness (especially respiratory, breathing, or allergy-type problems), headaches or nausea may indicate indoor air quality problems and should be taken seriously and investigated promptly.”

***RIDER 8******TO PURCHASE AND SALE AGREEMENT-Continued***

All other terms and conditions of the Agreement shall remain the same and the parties hereto do ratify and affirm the Agreement as amended hereby.

The parties hereto have initialed below evidencing and agreeing that this Rider is a part of the Agreement described above.

**SELLER:**

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**BUYER:**

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