



RIDER 18
MOLD INSPECTION CONTINGENCY CLAUSE
This Contract is Intended to be a Binding Real Estate Contract
 Rev. 01/2012



1 This Mold Inspection Contingency Clause Rider ("**Rider**") is made a part of and incorporated into that
 2 certain real estate contract between _____ ("**Buyer**") and
 3 _____ ("**Seller**") dated _____, 20____
 4 ("**Contract**") for the purchase and sale of the real estate commonly known as:
 5 _____ ("**Property**").
 6 (address) (unit #) (city) (state) (zip)

7 **I.** Except as modified by this Rider, all of the terms and conditions contained in the Contract
 8 remain in full force and effect. In the event of any conflict between the terms and conditions of this
 9 Rider and the terms and conditions of the Contract, the terms and conditions of this Rider shall
 10 prevail. Capitalized terms used and not defined in this Rider shall have the meaning given to such
 11 terms in the Contract.

12 **II.** Buyer shall have the right, at Buyer's sole cost and expense, to engage an industrial hygienist
 13 certified by the America Board of Industrial Hygienists or an otherwise qualified mold consultant
 14 ("**Mold Inspector**") to conduct an investigation of the of the Property for the purpose of determining
 15 the presence of, or conditions which can be reasonably expected to give rise to, mold, fungus, mildew,
 16 or similar organisms ("**Mold Conditions**") on or prior to _____, 20____
 17 ("**Investigation Deadline**"). If Buyer's Mold Inspector does not conduct an investigation prior to the
 18 Investigation Deadline, then Buyer's right to conduct such an investigation shall be deemed waived.

19 **III.** The Mold Inspector must prepare an inspection report ("**Mold Inspection Report**") indicating
 20 whether Mold Conditions exist at the Property, and if so, the location of the Mold Conditions. Buyer
 21 must deliver a copy of the Mold Inspection Report to Seller within three business days after Buyer
 22 receives the Mold Inspection Report from the Mold Inspector ("**Report Delivery Date**"). If the Mold
 23 Inspection Report indicates that Mold Conditions exist at the Property, then Buyer and Seller shall
 24 negotiate in good faith to establish the procedure and payment responsibility for remediating the Mold
 25 Conditions. If Buyer and Seller cannot agree on the procedure and payment responsibility for
 26 remediating the Mold Conditions, in writing, within three business days following the Report Delivery
 27 Date, then Buyer may elect to terminate the Contract by delivering written notice of Buyer's election
 28 to terminate the contract to Seller within seven business days following the Report Delivery Date, in
 29 which event the CONTRACT SHALL BECOME NULL AND VOID AND OF NO FURTHER FORCE
 30 AND EFFECT AND THE EARNEST MONEY, INCLUDING ALL INTEREST ACCRUED
 31 THEREON, IF ANY, SHALL BE RETURNED TO BUYER. If Buyer fails to deliver a written
 32 termination notice to Seller within the ten business day period, then Buyer shall be deemed to have
 33 waived its right to terminate the Contract under this provision and the Contract shall remain in full
 34 force and effect.
 35

 Buyer's Signature Date

 Seller's Signature Date

 Buyer's Signature Date

 Seller's Signature Date

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Buyer Initials: _____ Buyer Initials: _____