

**CITIMORTGAGE, INC.**  
**SPECIAL MOLD ADDENDUM TO CONTRACT FOR SALE**

THIS ADDENDUM TO THE CONTRACT FOR SALE BETWEEN THE UNDERSIGNED PARTIES CONCERNS THE PROPERTY LOCATED AT:

County \_\_\_\_\_ City \_\_\_\_\_ State: \_\_\_\_\_ (the "Property").

1. IN THE EVENT ANY PROVISION OF THIS SPECIAL MOLD ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT FOR SALE TO WHICH IT IS ATTACHED, OR ANY ADDENDA TO THE CONTRACT, THE PROVISIONS OF THIS SPECIAL MOLD ADDENDUM WILL CONTROL UNLESS SUCH PROVISIONS ARE CONTRARY TO ANY LAWS OR OTHER APPLICABLE LEGAL PROHIBITIONS, IN WHICH CASE THE CONTRACT SHALL GOVERN ONLY TO THE LIMITED EXTENT NECESSARY FOR COMPLIANCE WITH THE SAME.

2. THE UNDERSIGNED BUYER IS AWARE AND ACKNOWLEDGES THAT THE UNDERSIGNED SELLER IS SELLING THE PROPERTY, WHICH WAS ACQUIRED THROUGH A FORECLOSURE PROCEEDING OR OTHER CONVEYANCE AND THAT SELLER IS NOT FAMILIAR WITH THE CONDITION OF THE PROPERTY. BUYER IS PURCHASING THE PROPERTY ON AN **"AS IS, WHERE IS"** AND **"WITH ALL FAULTS"** BASIS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER SUBJECT TO ALL OF THE DISCLAIMERS OF REPRESENTATION AND WARRANTIES CONTAINED HEREIN AND/OR IN THE CONTRACT FOR SALE AND/OR ANY ADDENDUM THERETO.

3. BUYER ACKNOWLEDGES THAT THE PROPERTY HAS BEEN IMPACTED BY MOLD, MILDEW OR OTHER FUNGAL SUBSTANCES AND IT MAY STILL BE IMPACTED BY THESE SUBSTANCES. PRIOR OWNERS AND THE SELLER MAY HAVE ATTEMPTED TO REMEDIATE MOLD, MILDEW OR OTHER FUNGAL SUBSTANCES ON OR ABOUT THE PROPERTY, AND THE BUYER ACKNOWLEDGES THAT HE HAS NOT RECEIVED ANY REPRESENTATIONS, WARRANTIES, AGREEMENTS OR PROMISES WHATSOEVER FROM ANY SOURCE OR ENTITY REGARDING PRIOR REMEDIATION MEASURES. BUYER FURTHER ACKNOWLEDGES THAT PRIOR REMEDIATION MEASURES MAY NOT HAVE FOUND THE CAUSE OF THE PROBLEM AND THAT HE MAY BE PURCHASING A HOME WHICH REQUIRES ADDITIONAL REMEDIATION OR HAS INHERENT STRUCTURAL OR SYSTEMIC MOISTURE PROBLEMS REQUIRING REPAIR OR REMEDIATION.

4. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT SELLER HAS STRONGLY ENCOURAGED BUYER TO HAVE THE PROPERTY INSPECTED AND ABATED OR REMEDIATED BY A QUALIFIED MOLD REMEDIATION SPECIALIST TO REDUCE THE CONCENTRATIONS OF MOLD OR SIMILAR SUBSTANCES PRESENT ON OR IN THE PROPERTY, PRIOR TO HUMAN OR ANIMAL OCCUPANCY. Buyer hereby warrants and agrees that Buyer has or has had, the opportunity to thoroughly inspect the property, particularly the portions of the property contaminated by MOLD, MILDEW, or other FUNGAL substances, and has elected to purchase the property, despite the Mold contamination, relying solely upon Buyer's own inspection, examination and evaluation of the property, and not on any information provided or to be provided by the Seller. Buyer acknowledges that Buyer has received a copy of the "Homebuyer's Guide to Common Environmental Hazards" as well as any report containing an inspector's findings regarding the nature and/or extent of the Mold contamination affecting the Property. Buyer further acknowledges that while Seller has provided the foregoing materials for Buyer's information, the Seller makes no representations or warranties regarding the accuracy or completeness of such information.

5. BUYER ACKNOWLEDGES THAT SELLER HAS STRONGLY ENCOURAGED BUYER TO CONSULT WITH A PHYSICIAN REGARDING THE POTENTIAL ADVERSE EFFECTS OF MOLD EXPOSURE ON HUMAN AND ANIMAL HEALTH, PARTICULARLY WITH RESPECT TO HUMANS OR ANIMALS WHOSE HEALTH MAY BE MORE LIKELY TO BE ADVERSELY AFFECTED BY MOLD DUE TO THEIR AGE, PHYSICAL CONDITION, ALLERGIES, MEDICAL CONDITION, HISTORY OR SUSCEPTIBILITY.

6. BUYER'S DUTIES: Buyer hereby agrees to furnish a copy of this special Mold Addendum to Contract For Sale together with the "Homebuyer's Guide to Common Environmental Hazards," as well as any other reports or information concerning the Property furnished by Seller to any subsequent purchaser, lessee, occupant, or other transferee from Buyer. Buyer further agrees not to sell, lease or otherwise transfer the Property or any interest therein to any person without fully remediating the mold contamination and fully disclosing to any subsequent transferee from Buyer, the Buyer's efforts to remediate the Mold and other contamination affecting the Property. This provision shall survive closing.

7. RELEASE: Buyer hereby releases, quitclaims and forever discharges SELLER, ALL AGENTS for SELLER, and their AGENTS, EMPLOYEES, and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from and against any and all present or future claims, losses or demands of any kind or character relating to the condition of the Property, including, but not limited to all present or future tort or other claims involving property damage or injuries to human health directly or indirectly attributed to or arising out of any mold or similar fungal substances impacting the Property. This release shall survive Closing.

8. INDEMNIFICATION: Buyer agrees to, defend, indemnify and hold harmless the Seller and its officers, directors, employees, agents, affiliates, successors and assigns (collectively, the Releasees) from and against any and all lawsuits, damages, claims, suits, proceedings, liabilities, costs and expenses (including without limitation, attorney's fees) which may be imposed on, sustained, incurred or suffered, or asserted against Releasees, directly or indirectly, as a result or relating to or arising out of the breach of any representation or warranty or covenant or agreement of Buyer contained in this Special Mold Addendum including, but not limited to, Buyer's agreement to provide the information set forth in Section 6 above, as well as Buyer's agreement to disclose Buyer's efforts to remediate such mold contamination as set forth in Section 6 above.

OTHER PROVISIONS: \_\_\_\_\_

**SELLER:**

[CHECK ONE]

CitiMortgage, Inc. successor by reason of merger with CitiFinancial Mortgage Company, Inc.

CitiMortgage, Inc. on behalf of Associates Financial Services Company, Inc., its Subsidiaries, successors and assigns.

By: \_\_\_\_\_

BUYER: \_\_\_\_\_

TITLE: \_\_\_\_\_

BUYER: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

LISTING REALTOR: \_\_\_\_\_

CO-OPERATING REALTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_