

^{copy} No. 1 Quality Realty

MOLD DISCLOSURE AND WAIVER

Property Address:

702 Tompkinsville Hwy, Moss, TN 38575

There are many types of mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your local Health Department. Certain Strains of mold may cause infections, and/or allergic reactions, that may include skin, eye, nose and throat irritation particularly in individuals with suppressed immune systems, allergies, respiratory problems, young children and elderly persons.

To the best of the Seller's knowledge, no test have been performed and no investigation undertaken in connection with mold, fungal spores or any other microscopic organisms that may be present within the subject property. Buyer(s) and Buyer(s) Agent further acknowledge that under the terms of the Contract for Sale, Buyers(s) have had, prior to closing, full and timely opportunity to make a complete inspection of the subject property including environmental inspection or investigation of the subject property.

Seller has not made and does not make any express or implied representations or warranty of any kind with respect to the environmental condition of subject property or whether it is in compliance with any local, state, or federal environment law, code or standard. Buyer(s) agrees to release Seller from liability of damages caused by or as a consequence of mold, including but not limited to property damage, personal injury, loss of income, emotional distress, loss of value, adverse health effects or any other effects.

Buyer understands that by executing the Disclaimer and Waiver, Buyer is releasing a known right. The Parties further agree that the consideration recited herein was a bargained-for-consideration, and that any Disclaimer and Waiver recited in this Agreement is reflected in the agreed to consideration. Should any term or provision of this agreement be ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of this agreement shall remain in full force and effect.

Date:

5-24-17

Seller(s)

Shelly Gray-Baker
Lee Ann Strong Hayes

Buyer(s)

