

# MOLD DISCLOSURE



1 Property Address: \_\_\_\_\_

3 MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be,  
4 constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth.  
5 Information about controlling mold growth may be available from your county extension agent or health  
6 department. Certain strains of mold may cause damage to property and may adversely affect the health of  
7 susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain  
8 strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some  
9 experts contend that certain strains of mold may cause serious and even life-threatening diseases. However,  
10 experts do not agree about the nature and extent of the health problems caused by mold or about the level of  
11 mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying  
12 the link between mold and serious health conditions. The seller, landlord, seller's agent, buyer's agent, or  
13 property manager cannot and does not represent or warrant the absence of mold. It is the buyer's or tenant's  
14 obligation to determine whether a mold problem is present. To do so, the buyer or tenant should hire a  
15 qualified inspector and make any contract to purchase, rent, or lease contingent upon the results of that  
16 inspection. A seller, landlord, seller's agent, buyer's agent, or property manager who provides this mold  
17 disclosure statement, provides for the disclosure of any prior testing and any subsequent mitigation or  
18 treatment for mold, and discloses any knowledge of mold is not liable in any action based on the presence of  
19 or propensity for mold in a building that is subject to any contract to purchase, rent, or lease.

20 The undersigned, Seller, Landlord, Seller's Agent and/or Property Manager disclose that they have knowledge  
21 that the building or buildings on the property have mold present in them. This disclosure is made in recognition  
22 that all inhabitable properties contain mold, as defined by the Montana Mold Disclosure Act (any mold, fungus,  
23 mildew or spores). The undersigned are not representing that a significant mold problem exists or does not  
24 exist on the property, as such a determination may only be made by a qualified inspector.

25 If Seller/Landlord knows a building located on the property has been tested for mold, Seller/Landlord has  
26 previously provided or with this Disclosure provides the Buyer/Tenant a copy of the results of that test (if  
27 available) and evidence of any subsequent mitigation or treatment.

28 \_\_\_\_\_ Date \_\_\_\_\_ Seller's Agent/Property Manager Date \_\_\_\_\_  
29 Seller/Landlord Date Seller's Agent/Property Manager Date

31 \_\_\_\_\_ Date \_\_\_\_\_ Seller's Agent/Property Manager Date \_\_\_\_\_  
32 Seller/Landlord Date Seller's Agent/Property Manager Date

34 ACKNOWLEDGMENT: The undersigned Buyer/Tenant, Buyer's Agent or Statutory Broker acknowledge  
35 receipt of this Disclosure, the test results (if available) and evidence of subsequent mitigation or treatment.  
36 The undersigned Buyer/Tenant agrees that it is their responsibility to hire a qualified inspector to determine if a  
37 significant mold problem exists or does not exist on the property. They further acknowledge that the Seller,  
38 Landlord, Seller's Agent, Buyer's Agent, Statutory Broker and/or Property Manager, who have provided this  
39 Disclosure, are not liable for any action based on the presence of or propensity for mold in the property.

40 \_\_\_\_\_ Date \_\_\_\_\_ Buyer's Agent/Statutory Broker Date \_\_\_\_\_  
41 Buyer/Tenant Date Buyer's Agent/Statutory Broker Date

43 \_\_\_\_\_ Date \_\_\_\_\_ Buyer's Agent/Statutory Broker Date \_\_\_\_\_  
44 Buyer/Tenant Date Buyer's Agent/Statutory Broker Date

**NOTE:** Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days as  
except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or a holiday can be performed on  
the next business day.

