



SAMPLE

____ **ADDENDUM TO RESIDENTIAL PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS**

____ **ADDENDUM TO COUNTER OFFER #** _____

____ **ADDENDUM TO THE TRANSFER DISCLOSURE**

THIS IS INTENDED TO BE A LEGALLY BINDING DOCUMENT - READ CAREFULLY

The following terms and conditions are hereby incorporated in, and made a part of, the Residential Purchase Agreement and Joint Escrow Instructions, on the property known as _____.

1) Mold Disclosure: Along with the inspections you have been advised to perform concerning the physical condition of the subject property you should also be aware that you have the right to have the property inspected for mold, mildew, spores and airborne bacteria.

Some types of mold, spores and airborne bacteria are believed by health care providers to cause illness in human beings. Generally physical home inspectors do not report on mold, spores and airborne bacteria. Real Estate Brokers and Agents are not trained to identify or locate mold, spores and airborne bacteria. The Real Estate Brokers and Agents have not made any representation express or implied as to the existence or non-existence of mold, spores or airborne bacteria in or on the subject property.

If you are concerned about the possible presence of mold, spores or airborne bacteria in or on the subject property you are urged to have an environmental inspection by a qualified individual or entity. The statements of the Seller and/or others concerning mold, spores or airborne bacteria have no and will not be verified by the Real Estate Brokers and/or Agents.

I/We have read this addendum and understand its content (_____) (_____)

I/We will schedule and have the environmental inspection () or

I/We will not have the environmental inspection ()

NOTICE: THE AMOUNT OR RATE OF REAL ESTATE COMMISSION IS NOT FIXED BY LAW. THEY ARE SET BY EACH BROKER INDIVIDUALLY AND MAY BE NEGOTIABLE BETWEEN BUYER AND BROKER (real estate commissions include all compensation and fees to Broker).

2) Compensation to Broker: The Buyer(s) in this transaction who are represented by Pinnacle Estate Properties, Inc. shall pay a Buyer's Broker base commission of \$ _____ (_____) as part of their closing costs, and Pinnacle Estate Properties, Inc. will also receive the *Cooperating Broker Compensation* offered by the listing office. Buyer is not responsible for the *Cooperating Broker Compensation*.

3) Related Services: Buyer and Seller acknowledge that although Broker may suggest firms dealing with related services such as escrow, title insurance, pest control, physical and geological and mold inspections, home protection plans, homeowners insurance, contractors, handyman, etc., the selection shall be at the sole discretion of the Buyer and Seller. Broker assumes no responsibility for the performance of those firms suggested. The Real Estate Broker or its Agent herein may refer the Buyer to a lending institution to obtain loans as required to complete this transaction. In connection with any such referral, Broker may or may not receive a commission. It is mutually agreed and understood that Buyer has made their own independent investigation of available financing and is in no way relying on the recommendation of the Broker and/or Agent in regards to the financing they ultimately accept and, in fact, is free to obtain financing and other services unless contractually stipulated to the contrary between Buyer and Seller.

Buyer and Seller acknowledge receipt of this page.

SAMPLE

Date _____

Date _____

Buyer _____

Seller _____

Buyer _____

Seller _____