ASBESTOS, LEAD, MOLD, AND OTHER HAZARDOUS MATERIALS DISCLOSURE AND ADDENDUM

THIS AGREEMENT IS BETWEEN:

_____ **AND** _____
(Direct Contractor's Name) (Owner's Name)

_____ _____
(Direct Contractor's License Number) (Owner's Home Address)

_____ _____
(Direct Contractor's Address) (City, State & Zip)

_____ _____
(City, State & Zip) (Project Address)

_____ _____ _____ _____
(Direct Contractor's Telephone) (Direct Contractor's FAX) (Owner's Telephone) (Owner's FAX)

Email _____ **Email** _____
(Direct Contractor's) (Owner's)

This addendum is hereby incorporated into and is a part of the Agreement dated, _____,
for the work of improvement to the property located at _____

_____

Owner hereby represents that Owner has no knowledge of the existence on or in any portion of the premises affected by the Project of any asbestos, lead paint, mold (including all types of microbial matter or microbiological contamination, mildew or fungus), or other hazardous materials. Testing for the existence of mold and other hazardous materials shall only be performed as expressly stated in writing. Contractor shall not be testing or performing any work whatsoever in an area that is not identified in the Scope of Work.

Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), mold, lead paint, or other hazardous substances or materials, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material direct contractor to perform the work or Contractor may perform the work itself at Contractor's option. Said work will be treated as an extra under this contract, and the Contract Term setting forth the time for completion of the project may be delayed.

In the event that mold or microbial contamination is removed by Contractor, Owner understands and agrees that due to the unpredictable characteristics of mold and microbial contamination, Contractor shall not be responsible for any recurring incidents of mold or microbial contamination appearing in the same or any adjacent location, subsequent to the completion of the work performed by Contractor. Owner agrees to hold Contractor harmless, and shall indemnify Contractor harmless for any recurrence of mold or microbial contamination.

Owner also agrees that Contractor shall not be responsible, and agrees to hold Contractor harmless and indemnify Contractor, for the existence of mold or microbial contamination in any area that Contractor was not contracted to test and/or remediate. Further, Owner is hereby informed, and hereby acknowledges, that most insurers expressly disclaim coverage for any actual or alleged damages arising from mold or microbial contamination; Contractor makes no representations whatsoever as to coverage for mold contamination, though at Owner's additional expense, if requested in writing, Direct Contractor will inquire as to the availability of additional coverage for such contamination or remediation, and if available, will obtain such coverage if the additional premium is paid for by Owner as an extra.

Other than adding the foregoing language to the agreement between the parties, all other provisions of the Agreement between the parties shall remain in full force and effect.

_____ _____
(Direct Contractor's Name) (Owner's Name)

X_____ X _____
(Direct Contractor's or Agent's Signature) (Owner's Signature)

_____ _____
(Date) (Date)

SAMPLE

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