

MOLD NOTICE AND DISCLAIMER

January 5, 2021 Update

INSTRUCTIONS FOR USE

(This form is not to be given to customers.)

DISCLAIMER: Non-lawyers should seek the advice of a licensed attorney in all legal matters, including verification of the fitness of this material for your particular purpose. Edward H. Cross is licensed to practice law only in the States of California and Hawaii. All documents in this package are based on California law and must be reviewed by an attorney licensed to practice law in the jurisdiction where they will be used. You have received these forms and other material with the understanding that we are not rendering legal, accounting, or other professional services. This material complies with California law as of the date stated above. Although we may periodically furnish updates, the law changes rapidly and without notice. We do not attempt to distribute updates to comply with every change in the law, so we do not warrant that any material in this package complies with the law past the date set forth above. We do not warrant that the accuracy of the presentations, materials or communications, or represent them to be completely free of errors when delivered. You use everything in this package at your own risk, and should verify statements before relying on them. Your use of this material confirms your agreement to these terms. If you do not agree, do not use these forms.

Introduction: This form is designed to inform building occupants of the basic facts about mold and reduce hysteria. It provides links to sources for additional information about mold, from the California Department of Health Services and United States Environmental Protection Agency. This is our customized form; it is **optional** and not required by the law of any state. It is advisable to provide this form on projects that involve mold, including projects where someone *believes* (correctly or otherwise) that there is mold contamination.

Legal Effect: This is not a broad form release of liability for mold. It affirms that the contractor will not test for mold, and that the contractor is not responsible for finding or repairing leaks or for detecting or determining the cause of mold growth. It also includes an agreement from the customer that the goal of mold remediation is not to leave the property sterile or entirely mold free. Other than that, this is primarily an informational form. For a more aggressive approach, use the Mold Release included with this package, but not where mold remediation is included in the scope of work. The Release includes all of the terms in this form, so the two should not be used together. Please pick one or the other to suit your situation.

Execution: The most important paragraph is the last paragraph in bold. Make sure the customer or agent reads that paragraph, as well as the rest of the document. Be sure to check the box for “Customer” or “Customer’s Agent” *before* requesting the signature. Do not expect the customer or agent to check one of the boxes. If the customer declines to sign, contact a lawyer to discuss your options.