

NOTICE, DISCLOSURE and DISCLAIMER

MOLD, MILDEW, FUNGUS, SPORES AND CHEMICALS

THE HOME YOU ARE PURCHASING CONTAINS MATERIALS WHICH CONTAIN OR ARE AFFECTED BY MOLD, MILDEW, FUNGUS, SPORES AND CHEMICALS. THE WATER, POWDERS, SOLIDS AND INDUSTRIAL CHEMICALS IN THESE MATERIALS CAN AND DO CAUSE MOLD, MILDEW, FUNGUS AND SPORE FORMATION WHICH MAY CAUSE ALLERGIC AND OTHER ADVERSE BODILY REACTIONS IN CERTAIN INDIVIDUALS.

Mold is a type of fungus. It occurs naturally in the environments and it is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind and is found everywhere life can be supported. Residential home construction is not and can not be designed to exclude mold spores. If growing conditions are right, mold can grow in your home.

In order to grow, mold requires a food source, a temperate climate, and moisture. We have all of these on the Gulf Coast. Food sources include many materials used in residential construction; such as carpet fiber, drywall, wood and insulation to name a few. The best growth occurs at temperatures between 10 and 100 degrees Fahrenheit, a range most homes will be in 100% of the time. Spills, leaks, overflows, condensation and high humidity are common source of moisture. While outside humidity cannot be controlled, moisture in the home is the only mold growth factor that can be controlled somewhat in a residential setting. Good housekeeping home maintenance practices can minimize moisture in the home, and are essential in the effort to prevent or eliminate mold growth. What can you do: Even though the complete elimination of mold and mildew in our climate is virtually impossible, there are steps that you can take to reduce the occurrence of mold growth in your home. These steps may include the following:

- Before bringing items into the home, check for signs of mold. Potted plants, furnishings, or stored clothing and bedding materials as well as many other household goods could already contain mold growth.
- Regular vacuuming and cleaning will help reduce mold levels.
- Try to keep the humidity in your home low. This is difficult if not impossible in our climate, but running the air conditioning will remove excess moisture in the air and facilitate evaporation of water from wet surfaces.
- Notify us **immediately** of any roof or plumbing leaks that wet the carpet or other building materials such as dry wall or insulation. Note: depending on the circumstances these leaks may be covered by your warranty, even though mold or mildew is excluded from the warranty.
- Inspect condensation pans (air conditioners and refrigerators) for signs of mold growth, and take notice of musty odors and any other visible signs of mold.
- Promptly clean visible mold and mildew; there are many products on the market specifically designed to clean and destroy mold and mildew.

Benchmark Homes responsibility as a home builder must be limited to things that we can control. As explained in our written warranty provided by separate instrument, Benchmark Homes will repair or replace defects in our construction (defects defined as a failure to comply with reasonable standards of residential construction) for the applicable number of years, Benchmark Homes; the homebuilder, will not responsible for any damage caused by mold, mildew, fungus, spores, or any other agent or chemical that might be present in any building material used in construction or that may become present or associated with any defects in our construction, to include but not limited to property damage, personal injury, adverse health effects or illnesses, loss of income, emotional distress, death, loss of use, loss of value, or any other effects. In regards to mold, mildew, fungus, spores or any other agent or chemical, any implied warranties, including implied warranty of workmanlike construction, an implied warranty of habitability, or an implied warranty of fitness for a particular use, are hereby waived and disclaimed.

This notice, disclosure and disclaimer agreement is hereby appended to and made part of the Construction/Purchase Agreement and adopts the Arbitration Agreement found

in the Construction Agreement and/or Arbitration Addendum. The consideration for the agreement shall be the same consideration stated in the Construction/Purchase Agreement. The Buyer(s) acknowledge receipt of the notice and disclaimer agreement, I(we) have carefully read and reviewed its terms, and agree to its provisions.

Date: _____

Witness

Buyer

Buyer

Benchmark Homes, Inc.
Seller

By: _____
General Manager

Witness

07/29/04