

MOLD DISCLOSURE



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1 Date: 06/03/2024

3 Property Address: 180 Vista Ln - Hill Bldg #263 Bigfork MT 59911

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

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

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

31 Jack Dennis Cato 6/3/24 Scott Hollinger 6.3.2024
32 Seller/Landlord Date Seller's Agent/Property Manager Date
33 Jack Dennis Cato 6/3/24 Scott Hollinger
34 Dee Ann Cato 6/3/24 Seller's Agent/Property Manager Date
35 Seller/Landlord Date Seller's Agent/Property Manager Date
36 Dee Ann Cato

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

45 Buyer/Tenant Date Buyer's Agent/Statutory Broker Date
46
47 Buyer/Tenant Date Buyer's Agent/Statutory Broker Date
48

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

CONDOMINIUM DISCLOSURE AGREEMENT
To be signed prior to entering into any Buy-Sell Agreement
for the sale of a Condominium



1 Date: 06/03/2024

2
3 In reference to the real property commonly known as _____
4 180 Vista Ln - Hill Bldg #263 Bigfork MT 59911
5 and in accordance with the Montana Unit Ownership Act:
6

7 A majority of the condominium units may be owned by one person, corporation or other legal entity. Any
8 bylaws and administrative regulations governing the operation of the development and the association, as
9 adopted by the association, may have been adopted by the Seller or other person acting as a majority of the unit
10 owners and any change in the bylaws or administrative regulations occurring while the Seller or other person
11 constitutes a majority of the unit owners may be made only with the approval of the Seller or other person
12 constituting a majority of unit owners.
13

14 Any Buy-Sell Agreement is not effective until 72 hours after a buyer has received a copy of the Montana
15 Unit Ownership Act, the bylaws of the association, and any administrative regulations governing the operation of
16 the project or the association. During said 72 hours, a buyer may withdraw any offer without penalty.

17 _____ 6/3/24
18 *Jack Dennis Cato* Date
19 Seller's Signature Jack Dennis Cato

20 _____ 6/3/24
21 *Dee Ann Cato* Date
22 Seller's Signature Dee Ann Cato

23
24 The undersigned acknowledge(s) that he/she/they/it received a copy of the Montana Unit Ownership Act, the
25 bylaws of the association, and any administrative regulations governing the operation of the project or the
26 association on _____ at _____ a.m. p.m. (Mountain Time). If the
27 undersigned enter(s) into a Buy-Sell Agreement then this Condominium Disclosure/Addendum shall become an
28 integral part of said Buy-Sell Agreement.
29

30 _____
31 Buyer's Signature Date

32
33 _____
34 Buyer's Signature Date

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