

## METH LAB DISCLOSURE / WAIVER

Property Address: \_\_\_\_\_

Seller(s): \_\_\_\_\_

**NOTICE:** Chemical residue from the operation of a Meth Lab may be toxic and should be considered a health hazard. A professional home inspection may or may not expose the existence of toxic chemical materials or residue.

1. **SELLER DISCLOSURE:** To the best of the Seller's knowledge, a Meth Lab \_\_\_\_\_ (has) \_\_\_\_\_ (has not) operated on the property. If seller(s) have knowledge of the existence of a Meth Lab on the Property they will provide by the Close of Escrow:
  - a. Verification of removal of toxic materials by the certified contractor
  - b. "Habitable Certification" from the appropriate State Department
  
3. **BUYER'S DUTY TO INSPECT:** Buyer(s) hereby assume the responsibility to conduct whatever inspections Buyer(s) deems necessary to inspect the Property for Toxic Chemical Material and/or Residue.
  
4. **RELEASE OF LIABILITY:** Buyer(s) agree to rely solely on inspections conducted by Buyer(s) and professionals retained by the Buyer(s). Buyer(s) hereby release and discharge all agents and brokers involved in this transaction from any liability in conjunction with toxic contamination of the Property. Furthermore, except for any express misrepresentations by Seller(s) in paragraph 2, Buyer(s) hereby release and discharge Seller(s) from any liability in conjunction with toxic contamination of the Property. The Buyer(s) make the decision to purchase, independent of the real estate broker(s) involved in this transaction, and hereby agree to hold Seller(s) and any brokers or licensees in this transaction harmless and to defend and indemnify them from any claim, demand, action, or proceeding as a result of the presence of toxic contamination in or around the Property.
  
5. **PROFESSIONAL ADVICE:** Seller(s) and Buyer(s) execute this Disclosure/Waiver with the understanding that they should consult with a professional of their choice regarding any questions or concerns before its execution.

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

