



Department of Veterans Affairs

RADON GAS & MOLD NOTICE AND RELEASE AGREEMENT

IMPORTANT: Please read the Privacy Act Notice and Respondent Burden before completing the form.

PRIVACY ACT NOTICE: The information collected on this form will serve to identify the VA-acquired property referenced in the Radon Gas & Mold Notice and Release Agreement. VA and the Service Provider will not disclose information collected on this form to any source other than what has been authorized under the Privacy Act of 1974 or (38 U.S.C. 3720 (a) (5)), (for example: Authorizing release of information to Congress when requested for statistical purposes) identified in the VA system of records, 55VA26, Loan Guaranty Home, Condominium and Manufactured Home Loan Applicant Records, Specially Adapted Housing Applicant Records, and Vendee Loan Applicant Records - VA, published in the Federal Register. Your response is required to obtain or retain benefits. Your obligation to respond is voluntary, but failure to provide requested information could impede processing.

VA BURDEN STATEMENT: We need this information to consider your offer to purchase a VA-acquired property. Title 38, United States Code, allows us to ask for this information. VA and the Service Provider cannot conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this project is 2900-0029, and it expires XX/XX/20XX. We estimate that you will need an average of 5 minutes per respondent, per year, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate and any other aspect of this collection of information, including suggestions for reducing the burden, to VA Reports Clearance Officer at vapra@va.gov. Do not send your completed VA Form 26-6705i to this email address.

PROPERTY TO BE PURCHASED:

Street Address: _____ City: _____ State: _____ Zip: _____

PURCHASERS ARE HEREBY NOTIFIED AND UNDERSTAND THAT RADON GAS AND SOME MOLDS HAVE THE POTENTIAL TO CAUSE SERIOUS HEALTH PROBLEMS.

Purchaser acknowledges and accepts that the VA-owned property described above (the "Property") is being offered for sale "AS IS" with no representations as to the condition of the Property. The Secretary of the U.S. Department of Veterans Affairs, his/her officers, employees, agents, successors and assigns (the "Seller") and Vendor Resource Management, an independent management and marketing contractor to the Seller, its officers, employees, agents, successors and assigns (the "Agent") have no knowledge of radon or mold in, on, or around the Property other than what may have already been described on the web site of the Seller or Agent or otherwise made available to Purchaser by the Seller or Agent.

Radon is an invisible and odorless gaseous radioactive element. Mold is a general term for visible growth of fungus, whether it is visible directly or is visible when barriers, such as building components (for example, walls) or furnishings (for example, carpets), are removed.

Purchaser represents and warrants that Purchaser has not relied on the accuracy or completeness of any representations that have been made by the Seller and/or Agent as to the presence of radon or mold and that the Purchaser has not relied on the Seller's or Agent's failure to provide information regarding the presence or effects of any radon or mold found on the Property.

Real Estate Brokers and Agents are not generally qualified advise purchasers on radon or mold treatment or its health and safety risks.

PURCHASERS ARE ENCOURAGED TO OBTAIN THE SERVICES OF A QUALIFIED AND EXPERIENCED PROFESSIONAL TO CONDUCT INSPECTIONS AND TESTS REGARDING RADON AND MOLD PRIOR TO CLOSING. Purchasers are hereby notified and agree that they are solely responsible for any required and remediation and/or resulting damages, including, but not limited to, any effects on health, due to radon or mold in, on or around the property.

In consideration of the sale of the Property to the undersigned Purchaser, Purchaser does hereby release, indemnify, hold harmless and forever discharge the Seller, as owner of the Property and separately, Agent, as the independent contractor responsible for maintaining and marketing the Property, and its officers, employees, agents, successors and assigns, from any and all claims, liabilities, or causes of action of any kind that the Purchaser may now have or at any time in the future may have against the Seller and/or Agent resulting from the presence of radon or mold in, on or around the Property.

Purchaser has been given the opportunity to review this Release Agreement with Purchaser's attorney or other representatives of Purchaser are choosing, and hereby acknowledge reading and understanding this Release. Purchaser also understands that the promises, representations and warranties made by Purchaser in this Release are a material inducement for Seller entering into the contract to sell the Property to Purchaser.

PURCHASER'S SIGNATURE(S):

 PURCHASER: _____ DATE

 CO-PURCHASER: _____ DATE

 CO-PURCHASER: _____ DATE

 CO-PURCHASER: _____ DATE