

## Mold Addendum

THIS MOLD ADDENDUM (the "Addendum") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Landlord") with an address at \_\_\_\_\_ and \_\_\_\_\_ ("Tenant") with an address at \_\_\_\_\_. This Addendum is incorporated into the original Lease Agreement signed on \_\_\_\_\_.

Hereinafter, these individuals are known collectively as the "Parties."

The Parties hereby acknowledge that this Addendum is incorporated into the Lease Agreement for the property referenced therein as the "Premises" and serves to affirm the following:

**LANDLORD AFFIRMATION.** The Landlord affirms and acknowledges that the Premises have been inspected prior to the start of this Lease Agreement and, upon the conclusion of the inspection, the Landlord did not identify any damp or wet building materials or anything else indicative of mold, mildew, or other types of fungal growth.

**PRESENCE OF MOLD.** Despite this affirmation, both parties understand that mold and mildew spores are present throughout the natural environment and cannot be entirely eliminated from the Premises. Sources of excess moisture such as cooking, bathing, and laundry can lead to high indoor humidity and can cause mold growth.

**TENANT AGREEMENT.** The Tenant agrees that, in order to reduce the probability of mold, they will maintain the Premises in a manner that prevents the growth of mold, mildew, or other fungi on the Premises by reducing or eliminating any sources of excess moisture and abiding by all requirements outlined in this Addendum. The Tenant agrees to continually monitor for the presence of mold and abide by all requirements of this Addendum for the duration of the tenancy.

**MOLD PREVENTION REQUIREMENTS.** The Tenant is required to take the following specific actions to help prevent the development of mold:

1. Clean the bathroom, kitchen surfaces and walls with products designed to reduce or stop the growth of mold.
2. Use installed fans while bathing, showering, and cooking. Use utility fans whenever water is being used. Continue the use of the fans for 30 minutes following any of these activities.
3. As soon as noticed, clean and dry any visible moisture on windows, walls, other surfaces, and any other items, including personal property.
4. Close all windows and other openings when necessary to prevent rain and other outdoor water from penetrating the inside of the Premises.
5. Weather permitting, at least twice a week, open multiple windows to allow cross ventilation of the Premises.
6. Provide a minimum of six (6) inches of space between furniture and walls for proper air ventilation.
7. Proper operation of the heating and cooling system, including maintaining the temperature between 55 to 75 degrees Fahrenheit.

**TENANT'S DUTY TO REPORT.** It is the Tenant's responsibility to immediately inform the Landlord if they notice any of the following:

1. The potential presence of any mold.
2. Any items designed to prevent mold that are not working such as exhaust fans.

3. Any circumstances involving excess moisture or water leakage such as sweating pipes or toilet tanks and plumbing leaks or drips. Also, any overflows in the kitchen, laundry facilities, or bathroom, especially if the overflow may have permeated walls, carpeting, flooring, or cabinets.

**LANDLORD ACCESS.** The Tenant will provide the Landlord access to the Premises within twenty-four (24) hours of their notification to the Landlord of the potential presence of mold. In accordance with this Addendum and the Lease Agreement, the Tenant shall also allow access to any professional mold removal company hired by the Landlord to remove any mold growth.

**COOPERATION.** The Tenant agrees to fully cooperate with the Landlord regarding all mold control efforts. The Tenant agrees that if their Premises becomes exposed to mold, they shall comply with all requirements by the Landlord and/or the mold removal company hired to remove the mold. The Tenant acknowledges that cooperation may include evacuating the Premises during and after treatment for a certain timeframe and following all post-treatment requirements to prevent any reoccurrence of mold.

**RENTER'S INSURANCE.** The Tenant acknowledges that the Landlord shall not be liable for the loss or damage of any of the Tenant's personal belongings. The Tenant is instructed to secure insurance to cover any potential loss due to the presence of mold.

**VIOLATIONS.** Any violation of this Addendum is a violation of the aforementioned Lease Agreement and is subject to the actions set forth in the Lease Agreement, including the termination of the tenancy and payment for damages. Further, the Tenant may also be subject to fines and penalties if in violation of any applicable health or safety codes.

**INDEMNIFICATION.** The Tenant agrees to indemnify and hold harmless the Landlord from any loss, damage, liability, attorneys' fees, and costs that are the direct or indirect result of the presence of mold caused by the Tenant or any guests occupying or using the Premises.

**GOVERNING LAW.** This Addendum shall be governed by the law set forth in the Lease Agreement.

Upon the signatures below, the parties agree that the above Addendum shall be legally binding and incorporated into the above-referenced Lease Agreement.

Landlord's Signature \_\_\_\_\_ Date \_\_\_\_\_

Tenant's Signature \_\_\_\_\_ Date \_\_\_\_\_