

Asbestos Disclosure Addendum

THIS ASBESTOS DISCLOSURE 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:

UNDERSTANDING ASBESTOS. Asbestos is a common building material that was used in construction prior to 1981 that may be present in the building material of the Premises and other common areas.

TENANT ACKNOWLEDGMENT. The Tenant hereby acknowledges that they have read this Addendum in full and understand that the Premises may contain asbestos which they may become exposed to during the course of their tenancy.

RISKS ASSOCIATED WITH ASBESTOS. The United States Environmental Protection Agency (EPA) has determined that when asbestos is not disturbed and in good condition it is unlikely to present a health risk. Asbestos becomes a risk as the result of damage or disturbance to the building material which may cause asbestos fibers to become airborne and inhalable. When inhaled, asbestos can lead to fibrotic lung disease and/or changing in the lining of the chest cavity. An individual suffering from these diseases can experience reduced respiratory function, and even death. In addition, long-term exposures and inhalation of asbestos fibers increases an individual's risk of lung cancer and mesothelioma.

FEDERAL ASBESTOS REQUIREMENTS. Federal law requires reasonable precautions to be taken to reduce the chance of disturbance or damage to materials containing asbestos. However, federal law does not require for material containing asbestos to be removed.

PRESENCE OF ASBESTOS. The Landlord acknowledges the following as it pertains to the presence of asbestos:

- The Landlord is aware and discloses that there are potential asbestos hazards in or around the following areas of the Premises: _____

- The Landlord does not have any knowledge of asbestos and/or asbestos hazards in or around the Premises.

TENANT RESTRICTIONS. The Tenant shall make no improvements, modifications, alterations, or repairs to the Premises without the express written approval of the Landlord. In addition, approval for any changes to the Premises will require a written plan addressing the actions that will be taken to prevent the release or exposure of asbestos fibers. This restriction does not apply to hanging pictures and/or wall ornaments with hangers less than 1/4' in diameter.

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

1. Any damage to areas of the Premises which may have released asbestos fibers.
2. Any signs that building material may have been disturbed, including but not limited to, holes larger than 1/4" in diameter, evidence of a water leak, and/or any appearance of crumbling or peeling in the wallboard or ceilings.
3. The actions of another individual on or around the Premises that may have caused asbestos fibers to be released.

LANDLORD ACCESS. The Tenant will provide the Landlord access to the Premises within twenty-four (24) hours of their notification to the Landlord of any damage or signs that may indicate that asbestos fibers have been released within or around the Premises. In accordance with this Addendum and the Lease Agreement, the Tenant shall also allow access to any asbestos professional hired by the Landlord to inspect and remedy the situation.

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 release of asbestos fibers caused by the Tenant, other individuals occupying the Premises or their guests.

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 _____