MOLD AND MILDEW ADDENDUM
RESIDENTIAL RENTAL AGREEMENT

This addendum is entered into on the date below between the parties signed below. It is intended to be a part of the lease agreement between the parties for leasing a residential rental unit.

There has been increased attention given by the media to the presence of mold and mildew in homes, offices, apartments, and other buildings. Mold and mildew are naturally occurring microscopic organisms that are in the air all around each of us. These organisms proliferate and become visible if the environment is not properly maintained. Most molds are harmless, and most people have little or no reaction to mold exposure. Routine visual inspections for mold growth or signs of moisture or water damage are important to identify the presence of mold and/or mildew. Mold and mildew may also be detected and located by smell. If found, mold and mildew should be addressed immediately.

Resident(s) agrees to maintain the premises in such a manner that prevents or minimizes the growth of mold and mildew. Resident agrees as follows:

1. Resident shall take all reasonable measures to control the moisture level within the premises and shall immediately report any water intrusion (viz. roof leaks, window leaks, air conditioning leaks, plumbing leaks and overflows, appliance leaks, etc.). Resident shall further report any persistent “sweating” of pipes or windows.

2. Resident shall reduce indoor humidity by increasing fresh air ventilation when the outdoor air is not humid.

3. Resident shall use bathroom fans (where available) and open bath windows while showering or bathing and immediately report to Management any non-working or inoperable windows and fans.

4. Resident shall ventilate indoor air to the outside and maintain good air circulation around any approved fish tanks and other open water amenities.

5. Resident shall take appropriate precautions to insure that rainwater, runoff, and sprinkler spray do not enter the premises through any opening (including closing windows and doors, reporting loose fitting seals, etc.).

6. Resident shall ventilate and use exhaust fans when cooking, washing dishes and clothes, bathing and cleaning.

7. Resident agrees to maintain the premises by keeping interior surfaces, carpets, floors, and walls clean and dry. Any persistent wetness within the premises must be reported to Management within twenty-four (24) hours.

8. Resident agrees and acknowledges that proper air circulation and temperature are the most important factors to avoid the growth of mold and mildew. Resident agrees to accept the responsibility to satisfactorily maintain the premises to prevent the growth of mold and mildew.

9. Resident is responsible for regular cleaning and maintenance of the premises and the personal property contained within the premises. Resident shall conduct a visual inspection of the premises and all property contained therein on a regular basis but no less than monthly. Such inspection to insure that there is no growth of mold or mildew and that no conditions exist that would promote the growth of mold or mildew.

10. Resident shall report to Management immediately any growth of mold or mildew.

11. Resident shall be responsible for the costs of treatment of any mold or mildew that results from the activities of Resident. In addition, Resident shall be responsible for the costs of treatment of any mold or mildew resulting from neglect of Resident or breach of any responsibility of Resident contained herein.

12. Resident agrees not to bring any personal property into the premises that may contain mold, especially “soft goods” such as upholstered furniture, mattresses, pillows, linens, clothing and outdoor equipment.

Resident acknowledges that mold and mildew may grow in places that are difficult and/or impossible to detect (viz. inside walls, venting, covered or enclosed spaces, etc.) and that such undetected molds and mildew may result in damage. By this agreement, Resident agrees to defend, indemnify and hold harmless Owner against any and all claims, actions, causes of action, demands, liabilities, losses, damages, and expenses of any kind, including but not limited to, attorney’s fees and court costs, that may be made as against Owner (its officers, directors, employees, agents, managers, and affiliates) as a result of or arising out of the growth or proliferation of mold or mildew caused by actions or negligence of Resident or any guest or occupant living within the premises. Resident further agrees that Owner shall not be liable for any damages caused to Resident or any property within the premises resulting from mold or mildew. Resident shall indemnify Owner from any liability relating to mold or mildew resulting from damages to any person or property within Resident’s premises regardless of the source of the mold or mildew.

Dated this

Resident

Owner