

MOLD LEASE ADDENDUM

1. **THE PARTIES.** This Lease Addendum (“Addendum”), made effective as of _____, is by and between:

Landlord: _____ (“Landlord”) and

Tenant: _____ (“Tenant”).

The Landlord and Tenant are each referred to herein as a “Party” and, collectively, as the “Parties.”

2. **ORIGINAL LEASE.** This Addendum is being added to the lease agreement between the Parties, dated _____, for the property located at

 (“Original Lease”).

3. **DISCLOSURE.** The Landlord has inspected the dwelling unit and identified no damp or wet building materials and knows of no mold, mildew, or other fungal growth. However, mold and mildew spores are present throughout the natural environment and cannot be entirely eliminated from a dwelling place.

4. **EXCESS MOISTURE.** Many sources of excess moisture can lead to high indoor humidity and cause mold, mildew, or other fungal growth. Most sources of moisture can be controlled by simple procedures under the control of the Tenant. The Parties’ mutual goal should be to reduce excess moisture within the dwelling unit wherever and whenever possible.

5. **MOLD PREVENTION.** The Tenant acknowledges and agrees that housekeeping and living habits are an integral part of preventing the growth of mold, mildew, or other fungi in the property. Accordingly, the Tenant agrees to maintain habits at the property in a manner that will inhibit and prevent the growth of mold, mildew, or other fungi. In furtherance of such obligations, the Tenant agrees to:

- a) Clean bathrooms, kitchen surfaces, and walls with products that reduce or inhibit the growth of mold, mildew, or other fungi;
- b) Clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as the condition occurs;
- c) Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify the Landlord of any inoperative exhaust fans;
- d) Use reasonable care to close all windows and other openings to the premises to prevent rain and other outdoor water from penetrating the dwelling unit;
- e) Open multiple windows (weather permitting) at least twice a week for one hour to allow cross-ventilation of the dwelling unit;
- f) Keep any fish tanks covered, if allowed under the Original Lease;

- g) Maintain connections and operation of the applicable heating source and to maintain temperatures within a range of 55 to 75 degrees. No non-vented kerosene or other flame-producing space heaters are to be used indoors at any time;
- h) Notify the Landlord immediately of any circumstances involving excess moisture or water leakage, such as plumbing leaks or drips, sweating pipes or toilet tanks, as well as any overflows in the bathroom, kitchen, or laundry facilities (if applicable), especially in cases where the overflow may have permeated walls, floors, carpeting, or other floor coverings or cabinets. Excess water shall be immediately removed to prevent further damage;
- i) Notify the Landlord of any growth of mold, mildew, or other fungi on surfaces inside the dwelling unit that cannot be removed or controlled by the Tenant; and
- j) Allow the Landlord to enter the dwelling unit to inspect and make necessary repairs.

- 6. INDEMNIFICATION.** The Tenant agrees to release, indemnify, hold harmless, and forever discharge the Landlord and the Landlord's employees, agents, successors and assigns from any and all claims, liabilities, or causes of action of any kind that the Tenant, members of the Tenant's household, or the Tenant's guests or invitees may have at any time against the Landlord or the Landlord's agents resulting from the presence of mold due to the Tenant's failure to comply with this Addendum.
- 7. EFFECT OF BREACH.** The Tenant understands and agrees that failure to do any of the actions required by this Addendum shall constitute a material non-compliance with the Original Lease and may result in termination of tenancy.
- 8. EFFECT ON LEASE.** Except as specifically mentioned in this Addendum, all other terms and conditions of the Original Lease shall remain in full force and effect.
- 9. EXECUTION.** This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Landlord Signature: _____ **Date:** _____

Print Name: _____

Tenant Signature: _____ **Date:** _____

Print Name: _____