

Mold and Mildew Addendum

This addendum is agreed to, and shall be made part of, the lease between **Landlord** and {tenant} for the premises located at **(insert address)**.

CLIMATE CONTROL: Resident(s) agree to use all air-conditioning in a reasonable manner and to use heating systems in moderation. Resident(s) further agree to keep the premises properly ventilated by periodically opening windows during dry weather only, to allow circulation of fresh air. OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

RESIDENT(S) AGREE TO:

- Keep the premises clean and regularly dusted, vacuumed, and mopped
- Remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible
- Keep the ventilation or air-conditioning ducts uncovered and unblocked
- Use hood vents when cooking, cleaning, and dishwashing
- Keep closet doors ajar to allow for proper circulation
- Avoid excessive amounts of indoor plants
- Use exhaust fans when bathing/showering
- Use ceiling fans, if present
- Water all indoor plants outdoors
- Wipe down any moisture and/or spillage, windows and sills, bathroom walls and fixtures after bathing and showering
- Hang shower curtains within the bathtub when showering or securely close shower doors, if present
- Leave bathroom and shower doors open after use
- Use dryer, if present, for wet towels
- Use household cleaners on any hard surfaces
- Remove any moldy or rotting food
- Remove garbage regularly
- Periodically inspect for leaks under sinks
- Check all washer hoses, if applicable
- Regularly empty dehumidifier, if used
- Open blinds/curtains to allow light into premises

RESIDENT(S) SHALL REPORT IN WRITING IF ANY OF THE FOLLOWING IS FOUND IN ANY UNIT, STORAGE ROOM, GARAGE OR OTHER COMMON AREA:

- Visible or suspected mold
- All A/C or heating problems or leaks, moisture accumulations, major spillage
- Plant watering overflows
- Musty odors, showers/bath/sink/toilet overflows
- Leaky faucets, plumbing, pet urine accidents
- Discoloration of walls, baseboards, doors, window frames, ceilings
- Moldy clothing, refrigerator and A/C drip pan overflows
- Moisture dripping from or around any vents or A/C condenser lines
- Loose, missing or failing grout or caulk around tubs, showers, sinks, faucets, or countertops
- Clothes dryer vents leaks
- Any and all excess moisture

SMALL AREAS OF MOLD: If mold has occurred on a small non-porous surface such as ceramic tile, Formica, vinyl flooring, metal, or plastic, and the mold is not due to an ongoing leak or moisture problem, Resident(s) agree to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover®, or Clorox Cleanup®.

TERMINATION OF TENANCY: Owner or agent reserves the right to terminate the tenancy and RESIDENT(S) agree to vacate the dwelling unit which may pose a safety or health hazard to RESIDENT(S) or other persons, and/or in which the RESIDENT(S)' actions or inactions are causing a condition which is conducive to mold growth.

INPECTIONS: RESIDENT(S) agree that Owner or agent may conduct inspections of the unit at any time, with reasonable notice.

VIOLATION OF ADDENDUM: IF RESIDENT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Resident(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes, but is not limited to, Resident(s) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against RESIDENT(S) by law or in equity and RESIDENT(S) shall be liable to Owner for damages sustained to the Leased Premises. RESIDENT(S) shall hold Owner and agent harmless for damage or injury to person or property as a result of RESIDENT(S) failure to comply with the terms of this Addendum.

HOLD HARMLESS: If the premises are or were managed by an agent Owner, RESIDENT(S) shall hold agent harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold.

PARTIES: THIS ADDENDUM IS BETWEEN THE RESIDENT(S) AND OWNER AND/OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO, AND MADE PART OF, THE LEASE AGREEMENT, AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

Resident: _____

Date: _____

Resident: _____

Date: _____

Landlord: _____

Date: _____