MOLD AND MILDEW ADDENDUM

TENANT(S): _____ DATE:_____
ADDRESS: _____ UNIT: _____
CITY: _____ STATE: _____ ZIP: _____

This Addendum is made part of the Rental Agreement dated _____, between ("Tenant") _____ and ("Landlord")_____ for the Premises described above.

Mold and Mildew: Due to high humidity and/or coastal conditions, dwellings in this area have an increased possibility of developing mold and mildew. Although mold and mildew are found virtually everywhere in our environment (indoors, outdoors, and in both new and old structures), there is conflicting scientific evidence as to the amount of mold and mildew that can lead to adverse health consequences. Nonetheless, appropriate precautions can be taken to minimize mold and mildew accumulation, and the existence of mold and mildew in our environments must be recognized by all Tenants. Accordingly, by signing this Addendum, Tenant acknowledges and agrees to the following terms and conditions.

Tenant(s) Responsibilities: Tenant agrees to perform the following tasks, and adhere to the following guidelines, in order to avoid developing excessive moisture, mold or mildew.

1. **Ventilation: (a)** Ventilate the dwelling as much as possible when operating your washer/dryer. If the washer/dryer is/are blocked by a door, keep the door open. Periodically check any washer hoses and other pipes and/or plumbing lines so as to ensure that there are no leaks or drips. If a dryer is installed in the Premises, ensure that the vent is properly connected and clear of any obstruction. Clean the dryer lint screen regularly. Do not let wet or damp clothes or other cloth materials lie in piles for extended periods of time **(b)** Maintain adequate airflow throughout your dwelling. If safe to do so open windows on days when the outdoor weather is dry (i.e. humidity is below 50%). Landlord does not recommend leaving open windows unattended, and Tenants assume all risk associated with leaving windows open. If you would like to install window locks, please notify Landlord and obtain written permission first. Do not block or cover any heating, ventilation or air conditioning ducts in your dwelling. Run ceiling fans, if available. **(c)** Use the fan in the bathroom, particularly while bathing. Hang shower curtains inside the bathtub when showering or securely close shower doors. Whenever taking a shower or bathing, wipe moisture off the shower walls, shower doors, the bathtub, and the bathtub floor, and hang up your towels and bath mats so they will completely dry out. **(d)** Utilize a dehumidifier to extract water from the air. **(e)** When cooking, turn on any exhaust fans before you start cooking with open pots or pans. **(f)** Do not place furniture or other personal property up against walls. Leave room for air to circulate.

2. **Humidity Control: (a)** Do not keep an excessive number of house plants. **(b)** Even if permitted in writing by Landlord, avoid the use of fish tanks. **(c)** Do not cook for extended periods of time. **(d)** Do not wash or dry clothes for extended periods of time. **(e)** Do not bring any personal possessions into the Premises that may contain high levels of mold, especially "soft possessions" such as couches, chairs, mattresses, and pillows.

3. **Housekeeping: (a)** Clean, vacuum and/or mop kitchens, bathrooms, carpets, floors, and all other portions of the Dwelling on a regular basis so as to avoid the accumulation of dirt and debris. Use household cleaners on hard surfaces. If a small amount of mold has grown on a 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 agrees to clean the areas with soap (or detergent) and a small amount of water, let the

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surface dry, and then within 24 hours apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®. (Utilize mold killing products whenever possible, provided they do not damage the Dwelling.) **(b)** Regularly check , clean and wipe the window tracks, casings and sills, and keep these areas free of condensation. **(c)** Remove garbage regularly and remove moldy or rotting items promptly from the premises (whether food, wet clothing, or other materials). **(d)** Immediately clean up and dry any visible moisture accumulation on floors, windows, walls, ceilings and other surfaces. Be attentive to moisture in the bathroom following a shower or bath; leaks in washing machine hoses and discharge lines; plant watering overflows; steam from open pot cooking; etc. Look for leaks in washing machine hoses and discharge lines. **(e)** Wear gloves during cleanup, do not spread the mold, only work in adequately ventilated areas, and do not undertake such cleanup if the same is hazardous to your health, the premises, and/or any personal property or fixtures.

4. **Temperature Control:** Maintain indoor temperatures between 50 and 80 degrees. If you must use a portable space heater indoors, only use electric space heaters.

5. **Notification:** Immediately report to the Landlord office **(a)** any evidence of a water leak or excessive moisture in the Dwelling, any storage room, garage or other common area; **(b)** any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; **(c)** any failure or malfunction in the heating, ventilation, air conditioning, or laundry systems in the Dwelling; and/or **(d)** any inoperable doors or windows. The situation will be evaluated and appropriate action will be taken as necessary.

Tenant(s) Breach: Tenant further agrees that Tenant shall be responsible for damage to the Premises and Tenant's property as well as injury to Resident and occupants resulting from Tenant's failure to comply with the terms of this Addendum. Tenant agrees to defend, indemnify and hold harmless Landlord and Landlord's related parties (past and present subsidiary corporations, affiliates, successors, assigns, officers, directors, Premises managers, agents, attorneys, employees and representatives) from claims, liabilities, losses, damages and expenses (including attorneys' fees), that they incur that are related to the Tenant's breach of the Tenant's obligations to Landlord under this Addendum. Tenant is responsible for the action (or inaction) of Tenant's household members, guests and agents.

Remediation: If elevated mold levels may exists at the Dwelling, Tenant agrees to temporarily vacate the Dwelling to allow for investigation and remediation, to control water intrusion, or allow other repairs to the Premises, if requested by Landlord. Tenant agrees to comply with all instructions and requirements necessary to prepare the Premises for investigation and remediation, to control water intrusion, to control mold growth, or to make repairs. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal Premises will be Tenant's responsibility unless the elevated mold growth was the result of Landlord's negligence, intentional wrongdoing or violation of law. Tenant agrees to provide Landlord with copies of all records, documents, sampling data and other material relating to any water leak, excessive moisture, and mold conditions in the Dwelling as soon as Tenant obtains them.

All parties acknowledge having read and understood the above.

Landlord	Date	Tenant	Date
		Tenant	Date

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