

Moisture and Mold Addendum

This Moisture and Mold Addendum is attached to, and incorporated into, the Lease Agreement. In consideration of the mutual covenants set forth in the Lease and below, and other good and valuable consideration, Landlord and Tenant agree as follows:

1. Mold is found virtually everywhere in our environment – both indoor and outdoor and in both new and old structures. When moisture is present, mold can grow. Therefore, the best way to avoid problems related to mold is to prevent moisture buildup in the apartment. This is particularly important in certain more humid climates and, as a general matter, in any climate during those times of the year when outdoor temperatures and humidity levels are high. Because mold occurs naturally and can grow almost anywhere, LANDLORD cannot guarantee TENANT that the apartment is, or ever will be, a “mold-free environment”. There is much a TENANT can and should do within the apartment to reduce the possibility of mold growth, including the following:

- When doors and windows are closed, keep the air conditioning on “Auto” or “On” at all times. When doors or windows are open, turn the air conditioner “Off”. To the extent possible, keep windows and doors closed in damp or rainy weather conditions to avoid moisture entering the apartment. Maintain a general temperature of 68° F to 73° F in the winter and 72° F to 76° F in the summer. Do not block or cover any heating/ventilation/air-conditioning diffusers, grilles and/or thermostats with furniture, wall hangings, etc.
- Wipe down and dry countertops, windows, windowsills, and air conditioning grilles when moisture condenses on these surfaces. Do not over-water houseplants and clean up spills immediately. All potted plants must have a secondary container under the primary container to collect water.
- Use the exhaust fan when bathing/showering and, if applicable, keep the shower curtain inside the tub and/or fully close the shower door. When finished bathing/showering, leave the bathroom door open, and allow the exhaust fan to run, until all moisture on the mirrors, bathroom walls and tile surfaces has evaporated. Hang up towels and bathmats to dry completely.

Dry any excess moisture on bath/shower and sink fixtures. Periodically clean and dry the walls around the bathtub and shower using a household cleaner.

- Use the kitchen exhaust fan when cooking on the stovetop, particularly when boiling water or other liquids.
- Dry any condensation that gathers in the laundry closet. Use the dryer to dry most laundry. Use drying racks in well-ventilated areas and, if possible, use a fan to circulate the air. Ensure that the dryer vent is properly connected and clear of any obstructions. Clean the dryer lint filter after every use.

2. TENANT acknowledges and agrees that if Tenant fails to take steps necessary to prevent or reduce moisture from building up in the apartment or fails to maintain the apartment in a clean condition, TENANT will be creating an environment that could result in mold growth. TENANT agrees to notify LANDLORD immediately of any sign of a water leak, excessive or persistent moisture or any condensation sources in the apartment or in any storage room or garage leased to TENANT, any stains, discoloration, mold growth or musty odor in any of such areas, any malfunction of the heating or air-conditioning system, or any cracked or broken windows.

TENANT ACKNOWLEDGES AND AGREES THAT LANDLORD WILL NOT BE RESPONSIBLE FOR DAMAGES OR LOSSES DUE TO MOLD GROWTH TO THE EXTENT SUCH CONDITIONS HAVE RESULTED FROM THE ACTS OR OMISSIONS OF TENANT, OR IF TENANT HAS FAILED TO IMMEDIATELY NOTIFY LANDLORD OF ANY OF THE CONDITIONS DESCRIBED IN THIS ADDENDUM, AND TENANT WILL REIMBURSE LANDLORD FOR ANY DAMAGE TO THE APARTMENT RESULTING FROM TENANT'S ACTS OR OMISSIONS OR FROM TENANT'S FAILURE TO NOTIFY LANDLORD OF SUCH CONDITIONS.

TENANT agrees to cooperate fully with LANDLORD in LANDLORD's efforts to investigate and correct any conditions that could result in, or have resulted in, mold growth, including, without limitation, upon LANDLORD's request, vacating the apartment for such time as necessary to allow for any investigation and corrective action deemed necessary by LANDLORD.

3. TENANT warrants that TENANT has reviewed and understands its obligations under this Addendum.

4. In the event of a conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall control.

5. I have been supplied with the attached “**Tips to Avoid Moisture and Mold Problems**”

Date _____

Tenant

Tenant

*This form was prepared by the
Law Firm of Dennis P. Block and Associates.*

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*If you need assistance in filling out this form,
please consult with an attorney.*