



Mold Addendum



This Mold Addendum is made _____ (date) by _____ ("Owner") and _____ ("Resident") and made part of that CAA Apartment Lease of even date herewith (the "Lease"). Except as specifically modified by this Mold Addendum, the terms of the Lease and any other attachments thereto shall remain in full force and effect.

Resident Obligations Regarding Mold

Resident shall keep the apartment, particularly the kitchen, bathroom(s), carpets and floors, clean through regular vacuuming, mopping and use of household cleaners on hard surfaces.

Resident shall immediately and consistently remove all visible moisture from all surfaces in the apartment.

Resident shall periodically inspect all sinks, bathtubs, toilets, shower enclosures, refrigerators, dishwashers, water heaters, washing machines, dryers, humidifiers, dehumidifiers and air conditioners and the connections, discharge lines and the areas surrounding each, to ascertain whether there are any water leaks or signs of water leaks.

Resident shall immediately inform Owner in writing of any water leaks or signs of water leaks as well as any missing grout or caulk in tiled areas.

Resident shall reasonably prevent and shall immediately clean and dry all plant watering overflows, beverage spills, cooking spills, pet urination, and overflows from fixtures and appliances.

Resident shall ensure that all shower doors and curtains are utilized to prevent water from escaping any tub or shower enclosure.

Resident shall not allow damp clothes and towels to accumulate and shall consistently hang towels on towel racks to allow them to dry.

Resident shall keep all windows and doors closed during adverse weather and when the apartment is unoccupied.

In the event of visible accumulation of mold on hard surfaces, Resident shall immediately clean the accumulated and surrounding area with soap or detergent and allow the area to dry. Within 24 hours of the initial cleaning, resident shall apply a spray on type biocide (such as Lysol Disinfectant or Pine-Sol Disinfectant) in accordance with the product's instructions and labeling.

Resident shall place and store Resident's personal property to prevent it from becoming wet or damaged in the event of water leakage, backup or flooding.

Owner Obligations Regarding Mold:

Upon written notification by resident, Owner shall within a reasonable time, repair water leaks in the apartment, provided such leaks are not caused by the misuse use or neglect of Resident, or any Occupants, guest or invites of Resident, or by any violation of the Lease or this Mold Addendum by Resident, or any Occupants, guest or invites of Resident.

Upon written notification by resident, Owner shall within a reasonable time, clean or apply biocides to visible mold on porous surfaces such as sheetrock walls and ceilings, provided such visible mold has not been caused by the misuse use or neglect of Resident, or any Occupants, guest or invites of Resident or by any violation of the Lease or this Mold Addendum by Resident, or any Occupants, guest or invites of Resident.

Remedies:

Owner does not warrant or represent that the apartment shall be free from mold.

A breach of this Mold Addendum by Resident shall be a material violation of the Lease allowing Owner to recover possession of the apartment, following Demand for Possession or Compliance in accordance with state law, and all other rights and remedies contained in the Lease.

In the event of a breach of this Mold Addendum by Owner, Resident's sole and exclusive remedy shall be to immediately vacate the apartment and Resident's obligations to continue to pay rent shall terminate on the date Resident delivers possession of the apartment to Owner. Owner shall in no event be liable for consequential damages such as damages to Resident's personal property, or claims of adverse health conditions associated with exposure to mold.

Warranties, Indemnifications and Releases:

Resident hereby indemnifies and shall hold Owner harmless from any and all claims or causes of action, arising (in whole or in part) from Resident's breach of the obligations contained in this Mold Addendum.

Resident hereby releases Owner from any and all claims of Resident or Occupant for the presence of mold in the apartment, other than claims based on breach of this Mold Addendum by Owner and further releases Owner from any and all claims of consequential damages such as damages to Resident's personal property, or claims of adverse health conditions associated with exposure to mold.

Owner:

Resident:

By: _____
