

ADDENDUM TO RESIDENTIAL LEASE AGREEMENT

MOLD AND MILDEW ADDENDUM

Purpose of Addendum

It is the goal of this Addendum to provide sufficient information, and instructions to enable the parties to protect the quality of the rented unit's environment from the affects of mold and mildew in its various forms. It is also the goal of this Addendum to clearly set forth the responsibilities of each of the parties to the rental agreement.

Information on Mold

Mold is found everywhere in the environment, both indoors and outdoors. In fact mold is a significant portion of the earth's bio-mass. Without mold, dead organic material would rapidly accumulate in the environment. If that were to occur, life as we know it would be impossible to sustain. Therefore mold is both natural and an essential part of earth's biology.

Mold is especially effective in digesting cellulose materials such as wood, leaves, grass, drywall, paper and dust. Part of what mold does is to break these complex materials down into simpler substances that can be easily recycled back into the eco-system.

Once mold has completed the process of eating, by breaking down the complex materials, into digestible substances, its next purpose is to reproduce. As part of the reproductive cycle mold produces tiny airborne reproductives which are called "spores". Mold spores are literally everywhere in our environment. They are found in the air throughout the year. The number of spores in the environment swell in the warm humid months of summer. It is physically impossible to remove mold spores from the air without special filtration equipment.

Experts are not in agreement as to the cause, but it appears that more people are now developing sensitivities to airborne pollens, mold spores, dust and animal dander than has historically been seen. Some people are affected by mold spores in relatively benign ways such as watery eyes or a runny nose. Other people can become seriously ill from exposure to mold, its spores, and/or toxins. Mold is unlike other environmentally dangerous substances such as lead that can be objectively measured to determine dangerous levels. Mold's impact varies tremendously from person to person. If you listen to the daily weather reports, mold and pollens are often noted, as measured by so many parts per volume of air. The higher number of mold spores, the greater the number of people that may be affected.

Why is mold such a complex health issue, when it is a naturally occurring life form which is found almost everywhere? Mold produces not only spores but it also produces a by-product which are generically described as "toxins". Each form of mold competes for food and survival with other life forms such as bacteria and other molds. In an effort to defend itself from its enemies, mold produces toxins that kill bacteria and other forms of mold. We are all familiar with penicillin, a mold toxin, and its ability to kill bacteria. Unfortunately, mold toxins can cause medical problems, even death for those people sensitive to mold by-products.

Mold must eat to survive. We now know that various forms of mold can digest drywall, paper, hair, dust and soap scum. Just about anything organic in your rental unit can be directed by mold. Two critical factors must be present for mold to grow. The most important factor other than food to the growth of mold is water. Without water, either in the form of liquid or humidity in the air, mold cannot live and grow. Mold growth rate when food and water are abundant increases when the ambient temperature rises. Hot and humid weather is ideal for mold growth.

For additional information, you may wish to access the EPA website at www.epa.gov/iaq.

We now know something about "Mold's" life processes and its functions in the environment. We also know that mold must have food, water and warm temperatures to survive. With this knowledge we can take the necessary steps to keep mold where it belongs, outside your rental unit!

Effectively Preventing Mold

The most effective way to prevent mold is to focus on what it needs to survive and thrive. Water is the most important factor for mold growth inside buildings. If you can effectively remove sources of water then mold growth will be prevented. As a Resident, you must be especially alert and on guard whenever there is a water leak. Plumbing leaks, roof leaks, foundation leaks or any other source of water that penetrates into the rental unit **MUST** be reported **in writing**, to the Landlord. As a Resident you are obligated to report, in writing, as soon as practical, any defective condition on the premises which comes to your attention and which you believe is the duty of the Landlord to repair. Failure to make such a report in writing is a breach of your Residential Lease Agreement and this addendum. A prompt report in writing will give the Landlord the opportunity to repair the water penetration promptly and thereby prevent the growth of mold.

Humidity is another source of water. Mold will live off the humidity in the air when it condenses on any cold surface. When the humidity level reaches 60% and temperatures are above 80 degrees Fahrenheit, mold activity will increase. At relative humidity of 90% and temperature above 90 degrees Fahrenheit mold growth and resulting reproduction will dramatically increase.

We urge you as a precaution to use your Air Conditioner whenever temperatures are 80 degrees Fahrenheit or higher. **You are required by the terms of this addendum and your Residential Lease Agreement to use your air conditioner to remove excessive humidity and thereby thwart mold growth, whenever the outside temperature is 90 degrees Fahrenheit and the outside relative humidity is 80% or higher.** Moving air with fans will help by creating drying, but high levels of humidity can only be effectively controlled through the use of an air conditioner or dehumidifier during periods of high temperature or humidity. If you do not use the air or a dehumidifier under this circumstances mold will eventually grow.

It is also important that you keep your apartment clean to deny mold potential food sources. The bathroom is the most important area since it is continually used for bathing and showers. The kitchen is another area of concern as a result of its use for cooking and washing dishes. Regular mopping and or vacuuming is required in both of these areas. Tilex® and similar products that contain chlorine will kill mold, and are recommended for bathroom use. For other areas you should use products like Tilex® that will kill mold and that are also good surface cleaners. Please read the labels of your cleaning products and use common sense. It is your responsibility to remove standing water whenever you see it standing on windowsills, frames or walls. You must remove the water and make sure that you let things properly dry out. For example leave your bathroom door open after showers. Properly hang your towels to dry. Wipe down wet surfaces such as shower walls. If you have an exhaust fan in your bathroom make sure it works and then use it.

If you become aware of any excessive mold growth especially on walls and ceilings you must immediately notify the landlord in writing so that we can examine the growth, determine the cause of the growth and effect proper repairs. Again you are required by this addendum and the Residential Lease agreement to give the landlord this notice as soon as it is practical.

Acknowledgement

The Resident acknowledges by signing this addendum that they have read and understood this Addendum. The Resident acknowledges that it is necessary to make use of appropriate climate controls to keep humidity below 60%. Resident further acknowledges that they have a duty to keep the rental unit clean and take measures to retard and prevent mold from accumulating in the unit and/or on the surfaces of the rental unit. Resident agrees to clean and dust on a regular basis and remove visible moisture accumulations on windows, wall and other surfaces. Resident agrees not to block or cover any heating ventilation or air conditioning ducts in the rental unit. Resident also agrees to immediately report to the landlord at the management office: (i) any evidence of water leak or excessive moisture in the Unit, as well as in any storage room, garage or other common area; (ii) any evidence of mold- or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air-conditioning system in the Unit; and (iv) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Unit and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Addendum.

IN CONSIDERATION OF THE LANDLORD TAKING THE STEPS AS OUTLINED HEREIN, LANDLORD SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES, LIABILITIES, CLAIMS OR LOSSES, INCURRED BY RESIDENT ARISING OUT OF OR RELATING TO MOLD OR ANY OTHER FUNGUS OR AGENT THAT MAY BE ASSOCIATED WITH ALLEGED DEFECTS IN THE UNITS, INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGES, PERSONAL INJURY, ADVERSE HEALTH EFFECTS, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, OR LOSS OF VALUE OF THE UNIT AND RESIDENT HEREBY RELEASES LANDLORD FROM SAME. THIS MEANS THAT RESIDENT SHALL NOT SEEK TO HOLD LANDLORD RESPONSIBLE UNDER ANY LEGAL THEORY FOR ANY DAMAGES WHATSOEVER CAUSED BY MOLD OR ANY OTHER AGENT.

Tenant's Names (Signatures)	Date	Tenant's Names (Signatures)	Date
1. _____	_____	4. _____	_____
2. _____	_____	5. _____	_____
3. _____	_____	6. _____	_____

Landlord or Agent

Date
