

LEASE/RENTAL MOLD AND VENTILATION ADDENDUM

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, other _____, dated _____, on property located at (Street Address) _____ (Unit/Apartment) _____ (City) _____ (State) _____ (Zip Code) _____ ("Premises"), in which

_____ is referred to as "Tenant" and _____ is referred to as "Landlord" (the term "Landlord" includes Owner and agent).

MOLD AND VENTILATION NOTIFICATION AND AGREEMENT: Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. (If checked, the Premises was previously treated for elevated levels of mold that were detected.) Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in communities where there are high levels of moisture; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold; and (iv) mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration in Landlord's agreement to rent the Premises to Tenant. Accordingly, Tenant agrees to:

1. Maintain the Premises free of dirt, debris and moisture that can harbor mold;
2. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
3. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
4. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
5. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Landlord of any inoperative exhaust fans;
6. Immediately notify Landlord of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
7. Immediately notify Landlord of overflows from bathroom, kitchen or laundry facilities;
8. Immediately notify Landlord of any significant mold growth on surfaces in the Premises;
9. Allow Landlord, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and
10. Release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum.

Tenant (Signature) _____ Date _____
(Print Name) _____

Tenant (Signature) _____ Date _____
(Print Name) _____

Landlord (Owner or Agent) _____ Date _____
(Print Name) _____

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 2012, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
525 South Virgil Avenue, Los Angeles, California 90020

Tenant's Initials (_____) (_____)
Landlord's Initials (_____) (_____)

Reviewed by _____ Date _____

LRM 8/12

LEASE/RENTAL MOLD AND VENTILATION ADDENDUM (LRM PAGE 1 OF 1)

zipLogix Help Desk 18025 15 Mile Rd Clinton Twp, MI 48035
Phone: 555-555-5555 Fax: 586.790.7582

propm