

## **MOLD AND MILDEW PREVENTION ADDENDUM TO RENTAL AGREEMENT**

**Between landlord and/or its agent(s) and**

\_\_\_\_\_

**residing at** \_\_\_\_\_

### Purpose of Addendum

The purpose of this Addendum is to provide a quality living environment for our residents. It is important we work together to minimize and mold growth in your unit. That is why this addendum contains important information for you, as well as, responsibilities for both of us. This Mold & Mildew addendum is attached to and reference is made part of the rental agreement.

### Information about 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.

Mold must eat to survive. 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.

### Effectively Preventing Mold

You can effectively prevent mold growth in your unit by being 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 Tenant(s) 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 Rental Agreement. A prompt report in writing will give the Landlord the opportunity to repair the water penetration promptly and thereby prevent the growth of mold.

### Tenant Obligations Regarding Mold

If small areas of mold have already occurred on non-porous surfaces, the EPA recommends that you first clean the areas with soap or detergent and water, let the surface dry, and then within 24 hours apply a pre-mixed spray-on type household biocide such as Lysol Disinfectant, Tilex Mildew Remover or Clorox Clean Up. Please note only a few household cleaners will actually kill mold. Be sure to follow the instructions on the bottle. Do not apply household biocides on porous surfaces such as drywall, walls, or ceilings. Instead, notify us in writing.

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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 Rental 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. 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.

Agent's Obligation Regarding Mold

Upon written notification from tenant regarding signs of water leaks, water infiltration or mold, or any malfunction in the heating, ventilation, or air conditioning system, agent shall, within a reasonable time frame, make necessary repairs in accordance with State law and Tenant Agreement provided such damage was not caused by the misuse or neglect of the tenant, occupants, or guests of the tenant.

Remedy

A break of this Mold Addendum by tenant shall be a material violation of the rental agreement allowing agent to recover possession of the unit following demand for possession or compliance in accordance with State law, and all other rights and remedies contained in the rental agreement.

Warranties, Indemnifications and Release

Tenant hereby indemnifies and shall hold Agent and Owner harmless from any and all claims or cause of action arising \*(in whole or in part) from tenant's break of the obligations contained in the Mold Prevention Addendum. Tenant hereby releases Agent and Owner from any and all claims of tenant and residents for the presence of mold in the building other than claims based on breach of this Mold Prevention Addendum by Agent.

TENANT(s):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

By: PORCH LIGHT PROPERTY MANAGEMENT LLC

\_\_\_\_\_  
Date