

MOLD ADDENDUM

1. LEASE CONTRACT DESCRIPTION.

Residential Lease date: _____,

Landlord or agent's name:

Tenants (list all residents):

The Residential Lease is referred to in this Mold Addendum as the "Lease Contract."

2. MOLD AND MILDEW. You acknowledge that it is necessary for you to maintain appropriate climate control, keep your dwelling unit clean, and take necessary measures to retard and prevent mold from accumulating in the dwelling unit. You agree to clean and dust the dwelling unit on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible. You agree not to block or cover any heating, ventilation or air-conditioning ducts. You also agree to report immediately in writing to us: (i) any evidence of a water leak or excessive moisture in the dwelling unit, common hallways, storage room, garage or other common area; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows. You further agree that you shall be responsible for damage to the dwelling unit and your personal property as well as any injury to you and all occupants of the dwelling unit resulting from your failure to comply with the terms of this Mold Addendum.

3. VIOLATION OF RULES. If you or any occupant violates any rule or provision of this Mold Addendum (based upon our judgment) it shall be considered a material default under the terms of the Lease Contract. Upon written notice from us, you must immediately comply with all rules and provisions of this Mold Addendum. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorneys' fees to the extent allowed by law.

4. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC. You and all tenants under the Lease contract are fully responsible and liable for the entire amount of all cleaning expenses incurred by us to remove mold from the dwelling unit as well as all damages to the dwelling unit caused by mold. We-not you-will arrange for these services. If a part or parts of the dwelling unit cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

5. GENERAL. This Mold Addendum is considered part of the Lease Contract described above. In the event of any conflict between the terms of this Mold Addendum and the terms of the Lease Contract, the terms of this Mold Addendum shall control.

Each tenant who signed the Lease Contract must sign this Mold Addendum. Each tenant is jointly and severally liable for damages and all other obligations set forth in this Mold Addendum.

This is Mold Addendum is a legally binding contract. Read it carefully before signing.

You are entitled to receive an original of this Mold Addendum after it is fully signed. Keep it in a safe place.

Date

Tenants _____

Date

Landlord or Agent _____

Please note: In this document, the terms "you" and "your" refer to all tenants listed above and all occupants or guests; and the terms "we," "us," and "our" refer to the landlord or agent named in the Lease Contract (not to the property manager or anyone else). In this document, all references to the term mold shall be deemed to include all forms of mold and mildew as well as similar growths.

Above form suggested by one of the regular contributors (Ellie, IL) to our Q & A Forum. This is merely a sample addendum used by one landlord. Please consult competent advisors. On this website, we make available a big collection of 90 Real Estate Forms on all aspects of real estate investing. To see a [partial list of the forms, click here](#).