

MOLD ADDENDUM TO RESIDENTIAL LEASE AGREEMENT

This Addendum (hereinafter the "Addendum") is hereby a part for all purposes of the Lease Agreement between: _____, as LANDLORD and _____, as TENANT(s) for the property known as: _____.

Mold is a naturally occurring phenomenon, especially in the state of Florida. Mold and/ or mildew should be cleaned as soon as it appears. Certain types of mold in a sufficient quantity can lead to allergic reactions and other adverse health effects. Mold is a naturally occurring microscopic organism that feeds on organic matter and moisture. In order for mold to grow, water or moisture must be present. Mold can vary in color and appearance and is typically accompanied by a musty odor.

TENANT acknowledges and agrees that housekeeping and living habits are an integral part in the prevention of mold growth in the property. Accordingly, TENANT agrees to maintain habits at the property in a manner that will inhibit and prevent the growth of mold in the property. In furtherance of such obligations, **TENANT AGREES TO PERFORM THE FOLLOWING:**

1. To keep the property free from dirt and debris that can harbor mold;
2. To inspect the property regularly for the indications and sources of indoor moisture;
3. To immediately report to management any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as plumbing leaks, drips or flooding;
4. To not air-dry wet clothes indoors;
5. To always utilize stove hood vents when cooking items that may cause steam;
6. When showering or bathing always utilize the bathroom exhaust fan;
7. To water plants outdoors;
8. To notify management in writing of water overflows and leaks from bathroom, kitchen or any other water source, especially in cases where the water may have permeated walls, flooring or cabinets;
9. To immediately wipe down any water or condensation that appears or develops on any area or surface;
10. To immediately clean any mold due to condensation on window interiors, bathroom and kitchen walls, floors and ceilings. Cleaning is done with common household bleach. Mixture is one-part bleach to 10 parts water. You may add a little dish soap to the water mixture to cut any dirt and oil on the surface you are cleaning that may hold mold. Do not add other cleaning chemicals, especially ammonia. Dispose of any rags or sponges used to clean the mold in a sealed bag;
11. To allow LANDLORD immediate entry to the property to inspect and make necessary repairs in the event mold or water intrusion is present;
12. To use all reasonable care to close all windows and other openings in the property to prevent outdoor water from penetrating into the interior of the property;
13. To immediately clean and dry any visible condensation or moisture on windows and window tracks, walls and other surfaces, including personal property;
14. Reasonably use the property's air-conditioning and heating systems to keep the property adequately ventilated and mitigate the moisture levels inside the property;
15. To immediately notify management of any problems with air-conditioning or heating systems;
16. Open the property's shades and blinds on a regular basis to allow sunlight into the property, but windows should only be opened in dry weather; and
17. Maximize the circulation of air by keeping furniture away from walls and out of corners.

TENANT shall report in writing the presence of all mold, mildew or moisture problems to the LANDLORD immediately.

HOLD HARMLESS: TENANT shall indemnify and hold harmless LANDLORD, its management company, its agents, employees, representatives, heirs, successors and assigns from any suits, actions, claims, losses, damages, and expenses, including attorney's and court costs, from any liability whatsoever that may be sustained or incurred as a result of TENANT's failure to comply or perform with the obligations set forth above or as the result of intentional or negligent action or failure to act on the part of TENANT or any other person living in, occupying, or using the Property.

BREACH OF ADDENDUM: Should TENANT fail to fulfill any terms or obligations of this Addendum, then TENANT shall be in default under this Addendum and the Lease Agreement, and LANDLORD may proceed under, and reserves unto itself all remedies provided by Chap. 83, Fla. Stat. and as otherwise provided by Florida law and in equity, including, but not limited to, damages to the property and lost rents.

TERMINATION OF TENANCY: If the LANDLORD, at its sole discretion, determines that the TENANT must vacate the property due to the presence of mold or mildew that presents a safety or health threat to TENANT, other persons, TENANT's personal property or the Property, or to make repairs to such conditions, then this agreement shall terminate and TENANT shall vacate the property upon 7 days written notice.

Except as expressly modified herein, all terms of the Residential Lease Agreement entered into between the parties' control. By signing my name below I affirm that I have read and understand the terms of this Addendum to Residential Lease Agreement, had the opportunity to consult with legal counsel and agree that I will be jointly and severally liable for the complete fulfillment of the terms of this Addendum.

TENANT SIGNATURE: _____ **DATE:** ____/____/_____

TENANT NAME: _____

TENANT SIGNATURE: _____ **DATE:** ____/____/_____

TENANT NAME: _____

LANDLORD/AGENT SIGNATURE: _____ **DATE:** ____/____/_____

LANDLORD/AGENT NAME: _____