

Mold and Mildew Addendum

Resident(s) Name _____
for the premises located at _____ Unit # _____ (if applicable),
City _____, California Zip _____

The purpose of this addendum is to provide information and guidelines regarding the potential for mold and mildew growth in and around the dwelling unit.

Due to high humidity and/or coastal conditions, dwellings in the region display an increased possibility of developing mold and mildew. Mold and mildew are found virtually everywhere in our environment (indoors, outdoors, and in both new and old structures), and cannot be eliminated. Also, there is conflicting scientific evidence as to the amount of mold and mildew that can lead to adverse health consequences. However, leading causes of indoor mold and mildew growth (such as excess moisture) can often be eliminated by undertaking appropriate precautions. Therefore, Resident agrees to all of the following statements, terms and conditions in entering into his/her Rental Agreement.

Acknowledgement of Risk: Resident acknowledges that mold and mildew risks exist and assumes responsibility for any personal injuries or property damage caused by mold or mildew.

Notice of Problems: Resident shall immediately notify Landlord of any moisture, standing water or water intrusion of any kind, or mold conditions in order to provide Landlord an opportunity to evaluate the conditions and/or to make recommendations regarding appropriate actions. Failure of the Resident to comply with this section may lead to termination of tenancy or liability for increased costs of repairs.

Resident Obligations: The Resident shall be solely responsible for properly ventilating the premises and exercising moisture control precautions, including, without limitation, performing the following obligations:

1. Ventilate the Premises and Maximize Air Circulation as Follows:
 - a. Cooking: Use the fan above the stove or open a window slightly.
 - b. Washing/Drying Clothes: Use a fan in the washing/drying area, or open a window slightly.
 - c. Bathing: Use bathroom fans while bathing, or open a window slightly. When done, hang towels and bathmats to permit air drying.
 - d. Open windows when the weather permits and humidity is below 50%
 - e. Do not place furniture against walls.
 - f. Open closet doors.
 - g. Do not leave windows open and/or unattended. Doing so poses a safety risk.
2. Avoid Unnecessary Creation of Moisture:
 - a. Do not keep an excessive number of house plants.
 - b. Avoid the use of fish tanks.
 - c. Do not cook for extended periods of time.
 - d. Do not wash or dry clothes for extended periods of time.
3. Regularly Clean the Premises:
 - a. Clean, vacuum and/or mop kitchens, bathrooms, carpets, floors, and all other portions of the premises on a regular basis so as to avoid the accumulation of dirt and debris
 - b. Remove visible moisture accumulation from floors, walls, ceilings, windows and other surfaces as soon as possible.
 - c. Immediately clean up and dry any water that spills from any water source.
 - d. Utilize mold killing products whenever possible, provided they do not damage the premises.
 - e. Immediately remove any visible mold or mildew utilizing one cup bleach in one gallon of water. Wear gloves during cleanup, do not spread the mold, only work in adequately ventilated areas, and do not undertake such cleanup if the same is hazardous to your health, the premises, and/or any personal property or fixtures.
 - f. Regularly check and clean the window tracks and keep free of condensation.
4. Maintain Proper Temperatures:
 - a. Maintain indoor temperatures between 50 and 70 degrees.
 - b. If you must use a portable space heater indoors, only use electric space heaters.
 - c. Use a dehumidifier during humid months.



Form provided by the East Bay Rental Housing Association®

www.ebrha.com

Form Mold and Mildew Addendum© (10/11)



5. Immediately Notify Landlord of Problems If You Discover Any of The Following Problems:
 - a. Any evidence of a water leak, running toilets, or excessive moisture
 - b. Any evidence of mold or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area.
 - c. Any failure or malfunction in the heating, ventilation, air conditioning, or laundry systems
 - d. Any inoperable doors or windows.

6. Additional Precautions: The foregoing list is not intended to be exhaustive. Instead, it is intended to provide minimum standards of compliance and examples as to the Resident's required conduct.

7. Damages: Resident understands and agrees that Resident shall be responsible for damages and injuries to persons and/or property resulting from Residents failure to perform any of the enumerated actions, and that such failures shall further constitute a material non-compliance with the rental agreement affecting health.

Resident hereby acknowledges receipt of all state-required mold addendums.

I acknowledge receipt of a copy hereof:

<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Resident</i>
<i>Date</i>	<i>Resident</i>	<i>Date</i>	<i>Owner/Agent</i>

