

# MOLD ADDENDUM TO LEASE

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN Mark & Stacey Anderson (OWNER OR AGENT) AND Michael Burgett (TENANTS) FOR THE PREMISES LOCATED AT 226 Pelham Road Unit, Fort Walton Beach, FL 32547.

**MOLD:** Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

**CLIMATE CONTROL:** Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. OWNER OR AGENT RECOMMENDS THAT AIR CONDITIONING IS USED AT ALL TIMES IF UNIT HAS AIR CONDITIONING.

TENANT(S) AGREE TO

- KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP.
  - USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
  - KEEP CLOSET DOORS AJAR
  - AVOID EXCESSIVE AMOUNTS OF INDOOR PLANTS
  - USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
  - USE CEILING FANS IF PRESENT
  - WATER ALL INDOOR PLANTS OUTDOORS
  - WIPE DOWN ANY MOISTURE AND/OR SPILLAGE
  - WIPE DOWN BATHROOM WALLS AND FIXTURES AFTER BATHING/SHOWERING
  - WIPE DOWN ANY VANITIES/SINK TOPS
  - AVOID AIR DRYING DISHES
  - NOT “HANG-DRY” CLOTHES INDOORS
- OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
  - WIPE DOWN FLOORS IF ANY WATER SPILLAGE
  - HANG SHOWER CURTAINS INSIDE BATHTUB WHEN SHOWERING
  - SECURELY CLOSE SHOWER DOORS IF PRESENT
  - LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
  - USE DRYER IF PRESENT FOR WET TOWELS
  - USE HOUSEHOLD CLEANERS ON ANY HARD SURFACES
  - REMOVE ANY MOLDY OR ROTTING FOOD
  - REMOVE GARBAGE REGULARLY
  - WIPE DOWN ANY AND ALL VISIBLE MOISTURE
  - WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
  - INSPECT FOR LEAKS UNDER SINKS
  - CHECK ALL WASHER HOSES IF APPLICABLE
  - REGULARLY EMPTY DEHUMIDIFIER IF USED

TENANT (S) SHALL REPORT IN WRITING

- VISIBLE OR SUSPECTED MOLD
  - ALL A/C OR HEATING PROBLEMS OR SPILLAGE
  - PLANT WATERING OVERFLOWS
  - MUSTY ODORS, SHOWER/BATH/SINK/TOILET OVERFLOWS
  - LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
  - DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILING
- MOLDY CLOTHING, REFRIGERATOR AND A/C DRIP PAN OVERFLOWS
  - MOISTURE DRIPPING FROM OR AROUND ANY VENTS, A/C CONDENSER LINES
  - LOOSE, MISSING OR FAILING GROUT OR CAULK AROUND TUBS, SHOWERS, SINKS, FAUCETS, COUNTERTOPS, CLOTHES DRYER VENT LEAKS
  - ANY AND ALL MOISTURE

**SMALL AREAS OF MOLD:** If mold has occurred on a small non-porous surface such as ceramic tile, Formica, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem. Tenant agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours apply a non staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

**TERMINATION OF TENANCY:** Owner or agent reserves the right to terminate the tenancy and TENANT(S) agree to vacate the premises in the event owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(S) or other persons and/or TENANT(S) actions or inactions are causing a condition which is conducive to mold growth.

**INSPECTIONS:** TENANT(S) agree that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

**VIOLATION OF ADDENDUM:** IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner or agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to Owner for damages sustained to the Leased Premises. TENANT(S) shall hold Owner and agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this addendum.

**HOLD HARMLESS:** If the premises is or was managed by an agent of the Owner, TENANT(S) agree to hold Agent and its employees harmless and shall look solely to the property Owner in the event of any litigation or claims concerning injury, damage or harm suffered due to mold or mildew.

**PARTIES:** THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER AND OR AGENT MANAGING THE PREMISES. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

TENANT

LANDLORD

TENANT

LANDLORD