

ADDENDUM #1: MOLD ADDENDUM TO LEASE 2301 Collins Ave

THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN Tenant : and Landlord :

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 in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated.

AIR CONDITIONING IS TO BE USED AT ALL TIMES. Sliding door shall not be left open. When glass doors are open the air conditioner MUST be turned off to prevent condensation on walls. Tenant will be responsible for any condensation. It is recommended NOT to leave windows and doors open.

TENANT(S) AGREE TO:

KEEP THE PREMISES CLEAN AND REGULARLY DUST, VACUUM AND MOP
USE HOOD VENTS WHEN COOKING, CLEANING AND DISHWASHING
AVOID EXCESSIVE INDOOR PLANTS
USE EXHAUST FANS WHEN BATHING/SHOWERING AND LEAVE ON FOR A SUFFICIENT AMOUNT OF TIME TO REMOVE MOISTURE
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
REGULARLY EMPTY DEHUMIDIFIER IF USED
OPEN BLINDS/CURTAINS TO ALLOW LIGHT INTO PREMISES
WIPE DOWN FLOORS IF ANY WATER SPILLAGE
SECURELY CLOSE SHOWER DOORS IF PRESENT
LEAVE BATHROOM AND SHOWER DOORS OPEN AFTER USE
WIPE DOWN WINDOWS AND SILLS IF MOISTURE PRESENT
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
INSPECT FOR LEAKS UNDER SINKS

Tenant's Initials (____)(____) Landlord's Initials (____)(____)

TENANT(S) AGREE TO REPORT IN WRITING:

VISIBLE OR SUSPECTED MOLD
ALL A/C OR HEATING PROBLEMS OR ABNORMALITIES
LEAKS, MOISTURE ACCUMULATIONS, MAJOR SPILLAGE
PLANT WATERING OVERFLOWS
SHOWER/BATH/SINK/TOILET OVERFLOWS
LEAKY FAUCETS, PLUMBING, PET URINE ACCIDENTS
ANY AND ALL MOISTURE AND MUSTY ODORS
DISCOLORATION OF WALLS, BASEBOARDS, DOORS, WINDOW FRAMES, CEILINGS
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.

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(s) agree 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) will be held responsible for property damage to the dwelling and any health problems that may result. Non-compliance 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) shall hold agent 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.

PARTIES: THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER. 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.

This addendum to Lease Agreement must be completed and executed exclusively by the Landlord and Tenant herein. The parties hereby acknowledge that neither Cervera Real Estate(Real Estate Office) nor any of its employees, agents and/or representatives have participated in the preparation, completion and/or execution of this form and the parties agree to release Cervera Real Estate(Real Estate Broker) from any and all liability in connection therewith.

Tenant's Initials (____)(____) Landlord's Initials (____)(____)