



# LEASE/RENTAL MOLD AND VENTILATION ADDENDUM

(C.A.R. Form LRM, Revised 6/23)

Douglas Elliman

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR  Residential Lease After Sale,  Other \_\_\_\_\_ ("Agreement"), dated \_\_\_\_\_, on property located at (Street Address)

(Unit/Apartment) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_ ("Premises"), in which \_\_\_\_\_ is referred to as "Tenant" and \_\_\_\_\_ is referred to as "Housing Provider"

**1. MOLD AND VENTILATION NOTIFICATION AND AGREEMENT:** Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold, and (iv) mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration for the Agreement. Accordingly, Tenant agrees to:

- A. Maintain the Premises free of dirt, debris and moisture that can harbor mold;
- B. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
- C. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
- D. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
- E. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Housing Provider of any inoperative exhaust fans;
- F. Immediately notify Housing Provider of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
- G. Immediately notify Housing Provider of overflows from bathroom, kitchen or laundry facilities;
- H. Immediately notify Housing Provider of any significant mold growth on surfaces in the Premises;
- I. Allow Housing Provider, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and
- J. Release, indemnify, hold harmless and forever discharge Housing Provider and Housing Provider's employees, agents, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Housing Provider or Housing Provider's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum.

2. (If checked,  the Premises was previously treated for elevated levels of mold that were detected.)

3.  MOLD AND DAMPNESS: Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California."

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Tenant (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date \_\_\_\_\_

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LRM REVISED 6/23 (PAGE 1 OF 1)

## LEASE/RENTAL MOLD AND VENTILATION ADDENDUM (LRM PAGE 1 OF 1)