



ANN ARBOR HOUSING COMMISSION



LEASE ADDENDUM - FOR MOLD/MILDEW

The Resident(s) acknowledges that it is necessary for residents to provide climate control, keep the unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the unit. To minimize the occurrence and growth of mold in the Leased Premises, Resident(s) hereby agrees to the following:

- 1. **Moisture Accumulation:** Mold and mildew growth can be reduced or eliminated by minimizing excess moisture. Resident acknowledges that it is necessary for resident to maintain appropriate climate control, keep the premises clean, and take necessary measure to retard and prevent mold/mildew from accumulating in the premises. Resident agrees to clean and dust the dwelling unit on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floor ceilings, and other surfaces within 24 hours of first visualizing moisture accumulation. Resident agrees not to block or cover any heating, dryer vents, ventilation or air-conditioning ducts. Resident also agrees to report immediately (within 24 hours) in writing to Landlord:
 - a) Any evidence of a water leak or excessive moisture in the premises, common hallways, storage room, garage, or other common areas;
 - b) Any evidence of mold that cannot be removed with a common household cleaner.
 - c) Any failure or malfunction in heating, ventilation or air conditioning, and;
 - d) Any inoperable dryer vents, doors, windows.

Resident further agrees that resident shall be responsible for damages to the premises and residents' personal property as well as any injury to resident and any licensees, invitees, guests or occupant(s) of the premises resulting from mold or mildew growth and/or from residents' failure to comply with the terms of this mold/mildew addendum.

- 2. **Violation of Rules:** If resident or any licensees, invitees, guests or occupant(s) violates any rule or provision of this mold/mildew addendum (based on landlord judgment) it shall be considered a material default under the terms of the lease. Upon written notice from landlord, resident must immediately comply with all rules and provisions of this mold/mildew addendum. Landlord also has all other rights and remedies set forth in the lease, including damages, eviction, and attorney's fees to the extent allowed by law.
- 3. **Liability for damages, injuries, cleaning, etc:** Resident is fully responsible and liable for the entire amount of all cleaning expenses incurred by landlord to remove mold/mildew from the premises as well as all damages to the premises caused by mold/mildew. Landlord, and not the resident, will arrange for these services. If a part or parts of the premises cannot be satisfactorily cleaned or repaired, resident must pa for landlord to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand. As landlord will not be responsible for any damage to personal property or to person from mold or mildew, landlord recommends tenant obtain renters insurance that contains coverage for mold or mildew claims.

4. IN WITNESS WHEREOF, the parties set forth their signatures below:

Resident

Signature Date

Resident

Signature Date

Management

Signature Date