

**Lease/ Rental Mold & Ventilation Addendum**

The following terms and conditions are hereby incorporated in and made part of the Residential Lease or Month-to-Month Rental Agreement, Dated \_\_\_\_\_, On Property Located at (Street Address) \_\_\_\_\_ (Unit/Apartment) \_\_\_\_\_ (City) \_\_\_\_\_, California (Zip Code) \_\_\_\_\_ (“Premises”), In Which \_\_\_\_\_ Is referred to as “Tenant” and \_\_\_\_\_ is referred to as “Landlord” (the term “Landlord” includes Owner and agent).

**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. (If checked, \_\_\_\_ the Premises was previously treated for elevated levels of mold that were detected.) Tenant Acknowledges and agrees that (I) mold can grow if the Premises is not properly maintained; (II) Moisture may accumulated 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 in Landlord’s agreement to rent the Premises to Tenant. Accordingly, Tenant agrees to:

- 1. Maintain the Premises free of dirt, debris and moisture that can harbor mold;
- 2. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
- 3. Clean and dry any visible moisture on windows, wall and other surfaces, including personal property as quickly as possible;
- 4. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the premises;
- 5. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Landlord of any inoperative exhaust fans;
- 6. Immediately notify Landlord of any water intrusion, including but not limited to, roof or plumbing leaks, drips or “sweating pipes”;
- 7. Immediately notify Landlord of overflows from bathroom, kitchen or laundry facilities;
- 8. Immediately notify Landlord of any significant mold growth on surfaces in the Premises;
- 9. Allow Landlord, with appropriate notice, to enter the Premises to make the inspections regarding mold and ventilation; and
- 10. Release, indemnify, hold harmless and forever discharge Landlord and Landlord’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 invites may have at any time against Landlord or Landlord’s agents resulting from the presences of mold due to Tenant’s failure to comply with this Lease/Rental Mold and Ventilation Addendum.

\_\_\_\_\_  
Tenant Initials - Date

\_\_\_\_\_  
Tenant Initials - Date

\_\_\_\_\_  
Tenant Initials - Date

**Smoke Detectors and Carbon Monoxide Detectors**

Owner/Landlord and Tenant(s) agree as follows:

- 1. The premises were delivered to Tenant(s) with installed and functional smoke and carbon monoxide detector devices.
- 2. Tenant(s) acknowledges the smoke and carbon monoxide were tested; their operation explained by the Owner/Landlord at the time of initial occupancy and that the detectors in the unit/home were working properly at that time. Tenant shall perform the manufacturers recommended tests to determine if the smoke and carbon monoxide detectors are operating properly at least once a month.
- 3. Tenant(s) shall inform the Owner/Landlord immediately in writing of any defect or malfunction or failure of any detectors.
- 4. \_\_\_\_\_ (Tenants(s) Initial) – IF DEVICE(S) ARE BATTERY OPERATED: By Initialing as provided, each Tenant understands that device(s) are battery operated unit(s) and it shall be each Tenant’s responsibility to:
  - a. Ensure the battery is in operating condition at all times
  - b. Replace batteries as needed (unless otherwise provided by law);
  - c. Notify the landlord in writing immediately if, after replacing the battery, the device(s) does/do not work.
- 5. In accordance with the law, Tenant shall allow Owner/Landlord access to the premises for the purpose of verifying that all required smoke and carbon monoxide detectors are in place and operating properly or to conduct maintenance service, repair or replacement as needed.
- 6. Tenant will be charged for any missing or broken smoke or carbon monoxide detectors including batteries

\_\_\_\_\_  
Tenant Initials - Date

\_\_\_\_\_  
Tenant Initials - Date

\_\_\_\_\_  
Tenant Initials - Date

\_\_\_\_\_  
Owner/Landlord/Agent

**LEAD BASED PAINT DISCLOSURE**

(Disclosure of Information on Lead-based Paint and Lead-Based Paint Hazards)

**Lead Warning Statement** *Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure** (initial)

\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):  
Manager Initial

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
Buildings Constructed prior to 1978 are likely to have lead-based paint present.

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_ (b) Records and reports available to the Lessor (check one below):  
Manager Initial

Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Lessee's Acknowledgment** (initial)

\_\_\_\_ (c) Lessee has received copies of all information listed above

\_\_\_\_ (d) Lessee has received the pamphlet Protect Your Family from Lead in Your Home

Tenant Initial

**Agent's Acknowledgment** (initial)

\_\_\_\_ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her  
Mgr Initial  
responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

\_\_\_\_\_  
Lessor/Tenant Date

\_\_\_\_\_  
Lessor/Tenant Date

\_\_\_\_\_  
Lessor/Tenant Date

\_\_\_\_\_  
Owner/Landlord/Agent Date