

## Mold Addendum

- 1. ABOUT MOLD.** Mold is found virtually everywhere in our environment—both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow.

- 2. PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling unit, you acknowledge that it is necessary for you to maintain appropriate climate control, keep your dwelling unit clean and take necessary measures to retard and prevent mold from accumulating in the dwelling unit. In particular, you agree to do the following:

- Keep your dwelling unit clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, dusting, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, windowsills, walls ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bathmats so they will completely dry out.
- You agree not to block or cover any heating, ventilation or air-conditioning ducts.
- You agree to immediately report to us in writing about any air conditioning or heating system problems you discover. You also agree to notify Resident Services of any high humidity concerns.
- You agree to immediately report to us in writing about any signs of excessive moisture or water leaks, water infiltration or mold in the dwelling unit, common hallways, storage room, garage or other common area. We will respond in accordance with state law and the Lease to repair or remedy the situation, as necessary.
- You agree to immediately report to us in writing any inoperable doors or windows in the dwelling unit.
- Proper ventilation and humidity reduction is essential. You agree to set the thermostat to operate in heating or cooling mode with the fan set in auto to circulate air throughout your apartment and maintain a temperature of between 65° and 75° Fahrenheit within your apartment.

- 3. IN ORDER TO AVOID MOLD GROWTH,** it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

- 4. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES** (such as ceramic tile, formica,

vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household microbial cleaner or disinfectant product. (Note: Only a few of the common household cleaners will actually kill mold). Products containing bleach can discolor or stain. **Be sure to follow the instructions on the container.** Applying household microbial cleaners or disinfectant products without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface.

Always clean and apply a household microbial cleaner or disinfectant product to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets— provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes. For more information and guidance on how to clean up mold and how to prevent mold growth, refer to the EPA website.

5. Staining from moisture can occur on kitchen and bathroom walls and ceilings, as well as grease in kitchens, which can be maintained during regular household cleaning. Any surfaces where visible growth is found, immediately notify Resident Services.
6. **Violation of Rules.** If you violate any rule or provision of this Mold Addendum, a decision which shall be made in our sole discretion, it shall be considered a material default under the terms of the Lease. Upon written notice from us, you must immediately comply with all rules and provisions of this Mold Addendum. We also have all other rights and remedies set forth in the Lease, including damages, eviction, and attorneys' fees to the extent allowed by law.
7. **Liability for Damages.** You agree that you shall be responsible for all damage to the dwelling unit and your personal property, as well as any injury to you and all occupants of the dwelling unit, arising out of or resulting from your failure to comply with the terms of this Mold Addendum. Moreover, you agree that you and all tenants under the Lease are responsible for all costs of cleaning expenses and costs of repair or replacement incurred by Lessor/Landlord to remove mold from the dwelling unit as a result of Tenant's failure to comply with the terms of this Mold Addendum. You further agree to indemnify and hold harmless Landlord, Owner and their respective management agents from any suits, actions, claims, losses, damages, and expenses (including reasonable attorney's and court costs) and any liability whatsoever that Owner and/or its management agents may sustain or incur as a result of Tenant's failure to comply or perform with the obligations set forth above or as the result of intentional or negligent action or failure to act on the part of Tenant or any other person living in, occupying, or using the Dwelling Unit.
8. **General.** This Mold Addendum is considered part of the Lease between Lessor/Landlord and all tenants listed in the Lease. In the event of any conflict between the terms of this Mold Addendum and the terms of the Lease, the terms of this Mold Addendum shall control. Each tenant who signed the Lease must sign this Mold Addendum. Each tenant is jointly and severally liable for damages and all other obligations set forth in this Mold Addendum.

I hereby acknowledge receipt of the mold information pamphlet provided by Lessor in accordance with the Maryland Tenant Mold Protection Act.

Address of the Leased Premises: \_\_\_\_\_

Tenant1 Name ( <i>Print</i> ): _____	Signature: _____	Date: _____
Tenant2 Name ( <i>Print</i> ): _____	Signature: _____	Date: _____
Tenant3 Name ( <i>Print</i> ): _____	Signature: _____	Date: _____
Tenant4 Name ( <i>Print</i> ): _____	Signature: _____	Date: _____
Tenant5 Name ( <i>Print</i> ): _____	Signature: _____	Date: _____
Tenant6 Name ( <i>Print</i> ): _____	Signature: _____	Date: _____
Tenant7 Name ( <i>Print</i> ): _____	Signature: _____	Date: _____
Tenant8 Name ( <i>Print</i> ): _____	Signature: _____	Date: _____

SMC Representative Name ( <i>Print</i> ): _____	SMC Representative Signature: _____	Date: _____
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