

Addendum C

MOLD ADDENDUM

This Mold Addendum C is made between Boulder Property Management (BPM) and the Tenants of the aforementioned address and is part of the Boulder Property Lease Contract. Except as specifically modified by this Mold Addendum D, the terms of the Lease and any other attachments thereto shall remain in full force and effect.

Tenant Obligations Regarding Mold

Tenant shall keep the apartment, particularly the kitchen, bathroom(s), carpets and floors, clean through regular vacuuming, mopping and use of household cleaners and hard surfaces.

Tenant shall immediately and consistently remove all visible moisture from all surfaces in the apartment.

Tenant shall periodically inspect all sinks, bathtubs, toilets, shower enclosures, refrigerators, dishwashers, water heaters, washing machines, dryers, humidifiers, dehumidifiers and air conditioners and the connections, discharge lines and the areas surrounding each, to ascertain whether there are any water leaks or signs of water leaks. Should Tenants neglect to notify BPM of any water leaks, the Tenants could be financially liable of any damages. Tenant should also notify BPM of any missing grout or caulk in tiled areas.

Tenant shall reasonably prevent and shall immediately clean and dry all plant watering overflows, beverage spills, cooking spills, pet urination, and overflows from fixtures and appliances.

Tenant shall ensure that all shower doors and curtains are utilized to prevent water from escaping a tub or shower enclosure.

Tenant shall keep all windows and doors closed during adverse weather and when the apartment is unattended.

In the event of visible accumulation of mold on hard surfaces, Tenant shall immediately clean the accumulated mold and surrounding area with soap or detergent and allow the area to dry. Within 24 hours of the initial cleaning resident shall apply a type of biocide with a towel (such as Lysol Disinfectant or Pine-Sol Disinfectant) in accordance with the product’s instructions and labeling.

Note: Should tenant wish to use bleach on a solid surface to treat any mold, DO NOT SPRAY !! Please use a disposable towel, use once and throw away. Spraying will cause mold spores to float off the surface and land in other places.

Tenant shall place and store Tenant’s personal property to prevent it from becoming wet or damaged in the event of water leakage, backup or flooding.

Boulder Property Management Obligations Regarding Mold:

Upon written notification by Tenant, BPM shall within a reasonable time, repair water leaks in the apartment, provided such leaks are not caused by the misuse or neglect of Tenant, or any Occupants, guest or invitees of Tenant, or by any violation of the Lease or this Mold Addendum by Tenant, or any Occupants, guest or invitees of Tenant.

Upon written notification by Tenant, BPM shall within a reasonable time, clean or apply biocides to visible mold on porous surfaces such as sheetrock walls and ceilings, provided such visible mold has not been caused by the misuse or neglect of Tenant, or any Occupants, guest or invitees of Tenant or by any violation of the Lease or this Mold Addendum by Tenant, or any Occupants, guest or invitees of Tenant.

Remedies:

BPM does not warrant or represent that the apartment shall be free from mold.

A breach of this Mold Addendum by Tenant shall be a material violation of the Lease allowing BPM to recover possession of the apartment, following Demand for Possession or Compliance in accordance with state law, and all other rights and remedies contained in the Lease.

In the event of a breach of this Mold Addendum by BPM, Tenant’s sole and exclusive remedy shall be to immediately vacate the apartment and Tenant’s obligations to continue to pay rent shall terminate on the date Tenant delivers possession of the apartment to BPM. BPM shall in no event be liable for consequential damages such as damages to Tenant’s personal property, or claims of adverse health conditions associated with exposure to mold.

Warranties, Indemnifications and Releases:

Tenant hereby indemnifies and shall hold BPM harmless from any and all claims or causes of action, arising (in whole or in part) from Tenant’s breach of the obligations contained in this Mold Addendum.

Tenant hereby releases BPM from any and all claims of Tenant or Occupant for the presence of mold in the apartment, other than claims based on breach of this Mold Addendum by BPM and further releases BPM from any and all claims of consequential damages such as damages to Tenant’s personal property, or claims of adverse health conditions associated with exposure to mold.

Tenant Date

Tenant Date

Tenant Date

Tenant Date

Boulder Property Management Agent

Date