

# Mold & Mildew Addendum



THIS MOLD AND MILDEW ADDENDUM is made a part of the Residential Lease Agreement (“RLA”) between Fort Hood Family Housing and the Individuals referenced on Page 1 of the RLA (hereinafter collectively referred to as “Resident”).

**MOLD:** Mold is found virtually everywhere in our environment- both indoors and outdoors and in new and old structures. Molds are naturally occurring microscopic organisms, which reproduce by spores and have existed practically from the beginning of time. Without molds we would 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. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless appropriate precautions need to be taken.

**PREVENTING MOLD BEGINS WITH INFORMING THE RESIDENT:** In order to minimize the potential for mold growth in the home, Resident agrees to do the following:

- Provide appropriate climate control and take other measures to retard and prevent mold and mildew from accumulating in the home. Resident agrees to use air conditioning in a reasonable manner and use heating systems in moderation, and to keep the home properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. Furniture should be kept 12-inches away from the return air ducts. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the home.
- Keep home clean – particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, 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, walls, ceilings, floors and other surfaces —especially if large enough for water to infiltrate into nearby walls.
- 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: (1) wipe moisture off of shower walls, shower doors, the bath tub and the bathroom floor; (2) leave the bathroom door open and exhaust fan on until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up towels and bath mats so they will completely dry out. Turn on any exhaust fans in the bathroom and kitchen before showering or cooking with open pots.
- Keep blinds 1 to 2-inches above the windowsill to allow air circulation behind blinds; use ceiling fans if present, and replace air filters on a monthly basis.
- IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), AND THE MOLD IS NOT DUE TO AN ONGOING LEAK OR MOISTURE PROBLEM, the Federal Environmental Protection Agency (EPA) recommends that the area is first cleaned with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on type household biocide, such as Lysol Disinfectant, Pine-Sol Disinfectant, Tilex Mildew Remover or Clorox Clean. (Note: Only a few of the common household cleaners will actually kill mold.) Tilex and Clorox contain bleach, which can discolor or stain. Be sure to follow the instructions on the container. Applying biocides 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 biocide 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 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.
- Resident acknowledges receipt of the Mold 101 Guide.

**RESIDENT SHALL IMMEDIATELY REPORT TO LANDLORD IN WRITING OR CALL IN A SERVICE REQUEST:**

- Any air conditioning or heating system problems discovered.
- Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level.
- Significant overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or a/c drip pans or clogged a/c condensation lines where carpets are soaked, floor/wall surfaces damaged, etc.
- Leaks from plumbing lines or fixtures and leaks into walls from bad or missing grouting/caulking around showers, tubs and sinks.
- Washing machine hose leaks or leaks from clothes dryer discharge vents (which can put a lot of moisture into the air)
- Excess moisture due to insufficient drying of carpets, carpet pads, shower walls and bathroom floors.
- Any evidence of a water leak or excessive moisture in the Home as well as in any storage room, garage or other common area.
- Evidence of mold or mildew-like growth in the home that cannot be removed simply by applying a common household cleaner and wiping the area.
- Musty odors, shower/bath/sink/toilet overflows
- Any inoperable doors or windows
- Discoloration of walls, baseboards, doors, window frames or ceilings
- Moldy clothing
- Moisture dripping from or around any vents or air conditioning condenser lines

Landlord will respond in accordance with the local, federal and state guidelines to repair or remedy.

**TEMPORARY RELOCATION:** Project Company understands that the presence of mold alone does not require relocation.

Landlord will base relocation on the following factors:

1. Size of the mold contaminated area. Thirty (30) square feet (25 in Texas) and above requires a specialty contractor to perform removal.
2. Location of the mold contaminated area, i.e. if area can be safely isolated from occupants while performing corrective action.
3. Health considerations of the occupants. Mold affects people differently.
4. Air sampling. Please note air sampling will only be performed when deemed necessary by the Mold O&M Coordinator. Health Departments do not recommend testing for mold contamination due to the lack of available standards for what is an acceptable level of mold. For the purposes of this Mold Addendum and if air sampling is deemed necessary, and factors above are not met, relocation will be considered when the;
  - The mold concentration in indoor air is quantitatively higher than, or not qualitatively similar to, that of outdoor air. In layman terms the counts of mold spores are higher inside than outside or the types of mold spores are different inside than outside.
  - The presence of one or more fungal species (mold spores) at significant levels indoors but not outdoors in evidence of indoor amplification (i.e. biological growth occurring in the indoor environment.)
  - Pathogenic (disease-causing) and toxigenic (toxin-producing) molds are amplified.

If any factors above are met, Landlord may, at its discretion and its cost, temporarily relocate you to a comparable, furnished apartment or a hotel while Landlord evaluates, and if Landlord deems necessary, corrects the problem.

**TERMINATION OF TENANCY:** Landlord reserves the right to terminate the tenancy and Resident agrees to vacate the Home if Project Company, in its sole judgment feels that either there is mold or mildew present in the Home which may pose a safety or health hazard to Resident or other persons and/or Resident's actions or inactions are causing a condition which is conducive to mold growth.

**INSPECTIONS:** Resident agrees that Landlord and its agent may conduct inspections of the home at any time with reasonable notice.

**PERSONAL PROPERTY:** Resident agrees that personal belongings affected by water, mold or mildew are the responsibility of the resident. Resident may contact Renter's Insurance to enter a claim for personal belongings. All deductibles are the responsibility of the Resident. If personal belongings affected by water, mold or mildew are not properly cleaned or disposed of, remaining mold or mildew may cause additional damage to personal belongings or the home.

**VIOLATION ADDENDUM:** Resident further agrees that Resident shall be responsible for damage to the home and Resident's property as well as personal injury to Resident and occupants resulting from Resident's failure to comply with the terms of this Addendum. Noncompliance includes, but is not limited to, Resident's failure to immediately notify Landlord in writing of any mold, mildew or moisture problems. A default under the terms of this Addendum shall be deemed a material default under the terms of the RLA, and Landlord shall be entitled to exercise all rights and remedies at law or in equity. Resident shall indemnify and hold Landlord and its agents harmless from and against all damages and injuries to person and property as a result of Resident's failure to comply with the terms of this Addendum.

**RESIDENT OCCUPANCY AGREEMENT:** This Addendum is in addition to and made a part of the RLA and in the event there is a conflict between the RLA and this Addendum, the provisions of this Addendum shall govern. Except as specifically stated herein, all other terms and conditions of the RLA shall remain unchanged. Any term that is capitalized but not defined in this Addendum shall have the same meaning for purposes of this Addendum as it has for purposes of the RLA.

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RESIDENT SIGNATURE  
  
Fort Hood Family Housing / By its Agent:

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LANDLORD REPRESENTATIVE

\_\_\_\_\_  
DATE