

Mold Addendum

Date: _____

The following addendum is made part of the lease or tenancy at will agreement between the undersigned parties with respect to Apartment _____ (the "Premises") at _____.

Tenant acknowledges the possibility that mold may at some time be present in the Premises. Mold is a fungus commonly found in the environment. In some cases, for example to produce penicillin, mold can be very useful. On the other hand, some types of mold are toxic and can cause sickness. At the present time, neither government agencies nor the scientific community has reached a consensus as to when indoor mold becomes harmful. For this reason, it is important to make sure that mold is not allowed to accumulate. Mold typically originates in a damp environment. It can then spread through the air or be transported by contact with other surfaces (like the bottom of a shoe). Cleanliness is unquestionably the key component of any strategy to combat mold. Consistent with Massachusetts law, Tenant is responsible for maintaining the Premises in a clean and sanitary condition, free of filth or causes of sickness. In particular, Tenant must remove any visible accumulation of moisture, for example after showering. Wet clothing, carpeting, towels and other articles should be dried completely. If mold, normally recognized by its greenish black color, has formed, it may be necessary to apply a special commercial disinfectant (avoiding products which may cause discoloration), in which case any instructions on the product label should be carefully followed. Tenant must notify Landlord immediately upon discovering any water leakage from the roof, a pipe or any other building component normally maintained by Landlord. Because mold may be caused by elevated indoor humidity, Tenant must not block or otherwise interfere with the operation of any heating, ventilating or air conditioning equipment supplied by Landlord, notifying Landlord immediately if such equipment malfunctions or if any doors or windows cannot be opened or closed. Any violation by Tenant hereunder shall be deemed a failure to comply with the provisions of the attached lease or tenancy at will agreement, entitling Landlord to pursue all available remedies.

WITNESS the execution hereof under seal this ____ day of _____, 200__.

(Landlord)

(Tenant)

(Landlord)

(Tenant)

