

MODEL AGREEMENT

Have Residents Sign House Rules on Mold

Make residents acknowledge their responsibilities for preventing mold-related conditions from developing in their units. Have them sign the following house rules, which were provided by housing consultant Bernard Morosco. Depending on the HUD Model Lease used at your site, and with the permission of your contract administrator,

you may be able to incorporate the house rules into the lease by way of a lease addendum. To make sure these house rules comply with your state and local laws and the HUD regulations that apply to your site, show these house rules to your attorney before using them.

HOUSE RULES ON MINIMIZING MOLD

To minimize the occurrence and growth of mold in the Leased Premises, Resident hereby agrees to the following:

MOISTURE ACCUMULATION. Resident shall remove any visible moisture accumulation in or on the Leased Premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in the kitchen and bathroom when necessary; and keep climate and moisture in the Leased Premises at reasonable levels.

VENTILATION. Resident shall arrange possessions to allow proper circulation of air throughout the unit and shall introduce fresh air as much as possible. Relative humidity should be maintained at levels below 60 percent to discourage mold growth.

APARTMENT CLEANLINESS. Resident shall clean and dust the Leased Premises regularly, and shall keep the Leased Premises, particularly the kitchen and bathrooms, clean.

NOTIFICATION OF MANAGEMENT. Resident shall promptly notify management by calling the Work Order Center at *[insert tel. #]* of the presence of the following conditions:

- ◆ A water leak, excessive moisture, or standing water inside the Leased Premises;
- ◆ A water leak, excessive moisture, or standing water in any community common area;
- ◆ Mold growth in or on the Leased Premises that persists after Resident has tried several times to remove it with a household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach;
- ◆ A malfunction in any part of the heating, air conditioning, or ventilation system in the Leased Premises.

LIABILITY. Resident shall be liable to Owner for damages sustained to the Leased Premises or to Resident’s person or property as a result of Resident’s failure to comply with the terms of these house rules.

[Optional: Insert the following paragraphs if house rules are part of lease addendum:]

VIOLATION OF HOUSE RULES. Violation of these house rules shall be deemed a material violation under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies it possesses against Resident at law or in equity.

ADDENDUM SUPERSEDES LEASE. In case of a conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of the Addendum shall govern. This Lease Addendum on Mold is incorporated into the lease executed or renewed on *[insert date]* between Owner and Resident.

RESIDENT’S SIGNATURE _____ DATE _____

OWNER/MANAGER’S SIGNATURE _____ DATE _____