

MOLD DISCLOSURE

1.1 PARTIES TO DISCLOSURE

The Mold Disclosure (“Mold Disclosure”) is made between Housing Provider and Resident for that certain rental unit located at _____ Berkeley, CA 947 ____ (the “Premises”).

1.2 PURPOSES OF THE DISCLOSURE

To provide information and guidelines regarding the potential for mold and mildew growth in and around the Premises.

1.3 MOLD AND MILDEW

Mold and mildew are found virtually everywhere in our environment (indoors and outdoors), and in both new and old structures), and cannot be eliminated. Also, there is conflicting scientific evidence to the amount of mold and mildew that can lead to adverse health consequences. However, leading causes of indoor mold and mildew growth (such as excess moisture) can often be eliminated by undertaking appropriate precautions. Therefore, Resident agrees to all of the following statements, terms, and conditions in entering into Resident Rental Agreement.

- Housing Provider has / does not have knowledge of mold hazards in the Premises.

1.4 ACKNOWLEDGEMENT OF RISK

Resident acknowledges that mold and mildew risks exist and assume responsibility for any personal injuries or property damage caused by mold or mildew. Resident agrees to maintain the Premises in a manner that prevents the occurrence of an infestation of mold or mildew in the Premises.

1.5 RESPONSIBILITIES OF RESIDENT

Resident shall be solely responsible for properly ventilating the Premises and exercising moisture control precautions, including, without limitation, performing the following obligations:

- A. Ventilate the Premises and Maximize Air Circulation as follows:
 - a. *Cooking:* Open a window slightly and use the kitchen hood exhaust fan.
 - b. *Bathing and Closet:* To keep mildew out of the bathroom and closet, open doors, and windows for ventilation (and run fans, if any.) When done bathing, hang towels and bathmats to permit air-drying.
 - c. *Furniture:* Keep furniture 4 inches from exterior walls; no furniture should abut or directly touch an exterior wall.

- d. *Air circulation*: Open windows when weather permits, and humidity is below 50%.
- B. Regularly Clean the Premises:
- a. Clean, vacuum and/or mop kitchens, bathrooms, carpets, floors, and all other portions of the Premises on a regular basis so as to avoid the accumulation of dirt and debris.
 - b. Remove visible moisture accumulation from floors, walls, ceilings, windows, and other surfaces as soon as possible.
 - c. Immediately clean up and dry any water that spills from any source.
 - d. Utilize mold killing products whenever possible, provided they do not damage the Premises.
 - e. Immediately remove any visible mold or mildew utilizing one-cup bleach in one gallon of water. Wear gloves during cleanup, do not spread mold, only work in adequately ventilated areas, and do not undertake such cleanup of the same is hazardous to your health, the Premises, and/or any personal property or fixtures.
- C. Regularly check and clean the window tracks and keep free of condensation.
- D. Maintain Proper Temperatures

Maintain indoor temperatures between 50 and 70 degrees (F). If the Premises have a central built-in dehumidifier, use the dehumidifier during more humid months.

1.6 NOTIFY HOUSING PROVIDER IMMEDIATELY

Resident shall immediately notify Housing Provider of any moisture, standing water or water intrusion of any kind, or mold conditions in order to provide Housing Provider an opportunity to evaluate the conditions and/or to make recommendations regarding appropriate actions. Failure of the Resident to comply with this Section may lead to termination of tenancy or liability for increased cost of repairs.

Immediately Notify Housing Provider If You Discover Any of the Following Problems:

- Any evidence of a water leak, running toilets, or excessive moisture.
- Any evidence of mold or mildew-like growth cannot be removed by simply applying a common household cleaner and wiping the area.
- Any failure or malfunction in the heating, ventilation, air conditioning or laundry systems.
- Any inoperable doors or windows.

1.7 ADDITIONAL PRECAUTIONS

The foregoing list is not intended to be exhaustive. Instead, it is intended to provide minimum standards of compliance and examples of Resident's required conduct.

1.8 DAMAGES

Resident understands and agree that Resident shall be responsible for damages and injuries to persons and/or property resulting from Resident failure to perform any of the enumerated actions, and that such failures shall further constitute a material non-compliance with the Rental Agreement.

1.9 READS AND UNDERSTANDS DISCLOSURE

By initialing this document Resident agrees and acknowledges having read and understanding this Mold Disclosure, and to its terms being incorporated by reference in the Rental Agreement.

Housing Provider/Agent Initial

Housing Provider/Agent Initial

Resident Initial

Resident Initial

Resident Initial

Resident Initial