LEASE ADDENDUM – MOLD AND FLOOD RELEASE

THIS RESIDENTIAL LEASE ADDENDUM, (“Addendum”) is made and entered on this ______day of__________________, 20_____, by and between Research Properties, Inc. (the “Lessor”), and by its resident or tenant, ________________________ ______________________________ (“Resident”).

WITNESSETH:

THAT WHEREAS, the Resident has executed upon even date a Lease Agreement with Lessor, and

WHEREAS, both parties desire to clarify their respective rights and obligations relative to the potential damage from mold, mildew, plumbing leaks, roof leaks, water intrusion & water flooding.

IT IS NOW AGREED AS FOLLOWS:

1. This Addendum supplements the Lease Agreement between the parties of even date herewith.
2. Prior to occupying the apartment, and prior to the date of this Addendum; Resident verifies that it has visually inspected the said apartment carefully and has discovered no evidence therein of mold, mildew or any evidence of water intrusion or damage from flooding. As a condition of leasing the apartment, the Resident shall release the Lessor and all related parties from any liability from mold, mildew, flooding and/or any consequence thereof including damage to personal property and/or threat to health which may occur.
3. Lessor acknowledges and discloses that the apartment being rented and parking areas are susceptible to water damage, flood and moisture damage. Resident acknowledges that Lessor discloses knowledge of past water flooding problems and reasonable expectation that flood events may occur in the future.
4. Should Resident become aware of water intrusion, dampness, mold, mildew, flooding, plumbing or roof leaks, the Resident shall notify Lessor at once of said water damage.
5. Should Resident fail to promptly notify Lessor of water intrusion or cause a mold or mildew problem by negligence, such as allowing toilets to run over, not using shower curtains, stopping up plumbing through inappropriate use then Resident shall be in breach of the Lease Agreement and responsible for repair cost.

RESEARCH PROPERTIES, INC. (Lessor) RESIDENT(s)

By: _______________________________ By: _______________________________

_____________________________________  ____________________________