

Furnished House Lease Agreement
[DRAFT] April 9th, 2013

1. **Identification of Landlord and Tenants.** This Agreement is made and entered into on **March 1, 2013**, between **Deshna Ubeda and Fernando Ubeda** ("Tenants") and Art Ludwig and Lynn Shoemaker ("Landlord"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

2. **Identification of Premises and Occupants.** Subject to the terms and conditions of this Agreement, Landlord rents to Tenants, and Tenants rent from Landlord, for residential purposes only, all structures and rooms on the property at 5 San Marcos Trout Club, Santa Barbara, California, including the office, all of the main building excepting the downstairs main room, which will be occupied by another tenant, downstairs storage and the separate workshop which will be used for landlord's storage ("the premises").

The premises shall be occupied by the undersigned Tenants **and their child Kaila and possibly their mother, Amanda Liebetreu.**

3. **Goals.** *(This section is not an enforceable part of this agreement but is here to provide context)* This objectives of this agreement are to:

- *Provide a cozy and inspiring place for Deshna, Fernando and family to live while they are working in the area and in the process of deciding if they want to relocate to live long term in the area, and to find a looking for a long term rental or place to buy in the area.*
- *Provide for the care and beneficial use of the property in Lynn and Art's absence while they are travelling, including especially survival of the house in the event of a wildfire.*
- *Provide income for Lynn and Art to offset the costs of creating and maintaining the house.*
- *Provide a good balance of flexibility and certainty with respect to the duration of time the house is occupied by Deshna, Fernando and family. This lease is set for 12 months. If mutually agreeable, it may be shortened or lengthened. At present it is most likely Art and Lynn will want to move back in a year.*
- *Exercise creativity in accommodating possible overlap in our times in Santa Barbara, for example, by us camping in the yard, or by us indulging our fantasy of living in Santa Barbara city.*
- *The amount of rent is below market, in consideration for the tenant taking extra care with the house and the provisions of this agreement, in particular those relating to good neighbor relations and preventing the house from burning down.*

4. **Limits on Use and Occupancy.** The premises are to be used only as a private residence for Tenants and family listed in Clause 2 of this Agreement, and for no other purpose without Landlord's prior written consent. Occupancy by guests for more than ten days in any six-month period is prohibited without Landlord's written consent. Important: Office may not be used for sleeping, as per Landlords agreement with the homeowners association.

5. **Defining the Term of the Tenancy.** The lease shall begin between August 1st, 2013, as agreed, and shall continue for one year. After that, the lease shall convert to a rental on a month-to-month basis. The month-to-month rental may be unilaterally terminated by Landlord or Tenants and may be modified by Landlord, in either case with 30-days' written notice.

_____ Tenants _____

_____ Landlords _____

6. **Early termination.** The terms of the lease may be changed at any time by mutual consent. [SHOULD WE INCLUDE AN EARLY TERMINATION CLAUSE? I COULD GO EITHER WAY—DESHNA SAYS “YES”] Either party may unilaterally terminate this lease after 8 months with a payment of two months rent. (It is unlikely to be feasible for Landlords to re-rent the space as they will not be present to interview and orient tenants). In the event that Landlord and Tenants have overlapping timing they may make a separate mutual agreement to share the space. There is no obligation on the part of Tenants to make such an arrangement. Such an agreement would include a substantial reduction in rent.

7. **Schedule for the Payment of Rent.** Tenants shall pay to Landlord a monthly rent payable in advance and due on the 1st day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent shall be deposited by transfer (preferred) or deposit to an account using the routing instructions and/or deposit slips provided. [HAVE TO WORK OUT MECHANICS]

8. **Amount and Payment of Rent and Deposit.**

Option a): Tenants shall pay to Landlord \$5000 on signing this agreement as security deposit, \$2500/ month rent. First months rent, only, shall be due by July 1st, second months by September 1st, and monthly thereafter.

Option b): Tenants shall pay to Landlord \$5000 on signing this agreement, \$2200 additional deposit by July 1st for a total deposit of \$7200. Rent of \$2400 a month due by August 1st and then monthly thereafter.

Tenant may decide between a) and b) any time up to August 1st.

[WE'D PREFER THREE MONTHS DEPOSIT AND \$2400 RENT BUT COULD DO \$2500 RENT AND TWO MONTHS DEPOSIT IF NECESSARY FOR CASH FLOW. TO BE CLEAR, MOVE IN UNDER A) WOULD BE \$7500 BY JULY 1, UNDER B) WOULD BE \$9600 BY AUG 1]

Tenants may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within three weeks after Tenants have vacated the premises, Landlord shall furnish Tenants with an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance. Under Section 1950.5 of the California Civil Code, Landlord may withhold only that portion of Tenants' security deposit necessary to: (1) remedy any default by Tenants in the payment of rent; (2) repair damages to the premises exclusive of ordinary wear and tear; and (3) clean the premises if necessary. Landlord will pay interest on the security deposit in the amount of 1% annually, which will be added to the security deposit.

9. **Tenant's Fire Safety Responsibilities.**

Landlord has made extraordinary efforts and investment to make the structures as resistant to wildfire as possible.

Tenants are not expected to actively defend the structures in the case of wildfire. However Tenants are expected to take the following measures to enable the house to resist wildfire on its own:

- *Read and understand fire safety and emergency procedures* in the House User Manual provided by Landlord
 - *Close all windows and doors* each time when leaving the property. Upstairs and office turbine ventilator gates and downstairs NE corner operable windows may be left open for ventilation. (Most fires start by windblown embers entering the structure. The ventilation windows mentioned here are designed to be resistant to admitting embers).
 - *Keep inside of window sills clear*—reduces possibility of items catching fire via radiant heat through windows.

____ Tenants ____

____ Landlords ____

- *Leaves shall be raked 10 feet away from structures.*
- *Prepare house to survive fire on its own* to the extent that time permits, prior to evacuation, in the case of a nearby wildfire. The House User Manual includes a checklist for actions to be taken prior to evacuation, ordered by priority to fit into the time available.
Additionally, Tenants agree to exercise more than the usual caution with interior sources of ignition, such as—
 - *Allow only authorized users to tend the woodstoves.*
 - *Don't put flammable materials near woodstoves or stovepipes.*
 - *Use candles with extreme caution.*

10. **Damages due in case of house fire or wildfire loss.**

Tenant acknowledges that—

- The lease amount for the house is below market in part as trade for more than the usual care and attention to avoid loss of the house due to a structure fire or wildfire.
- Landlord has invested well in excess of a hundred thousand dollars in fire protection for the home inside and out, including updated wiring, safe woodstove installations, interior and exterior fire sprinklers, on site water cistern, metal roofing, metal roof assembly, non-flammable siding, tempered glass windows, steel fire shutters, steel and adobe fire doors, etc. etc.
- Landlord has provided to tenant an extensive list of best practices for minimizing risk of loss to fire in the House Users Manual, incorporated here by reference
- Landlord has fire insurance, but recent experience of other Santa Barbarans shows fire insurance pays less than half of the actual loss should the house burn. Loss of the house to fire will result in a loss to Landlords of hundreds of thousands of dollars and many years of labor, assuming permits to rebuild can be secured, which is not certain given new requirements for access and hydrants.
- Landlord has, for his business, invested thousands of hours and tens of thousands of dollars in design innovations for increased fire resistance, the only prototypes of which are part of the house. The house has much higher than the usual likelihood that it will withstand a wildfire unattended--if the doors and windows are all closed. However, if any door or window is open, not only will the house and these prototypes likely be lost, but also the unique opportunity to test these innovations will also be lost.
- For all these reasons, the probability of a fire loss is much smaller than for neighboring homes

In consideration of the foregoing, tenant agrees to --

- Abide by the fire safety guidelines in the House Users Manual, incorporated here by reference, and--
- Share a small part of the risk of loss of the house to fire by agreeing to pay an amount equal to the security deposit in the case of the house being lost to fire, regardless of the fault or cause.

The intention of this clause is not to cause economic harm to Tenants, but rather to reduce the likelihood of loss for Tenants or Landlords.

11. **Late Charges.** Tenants shall pay Landlord a late charge if Tenants fail to pay the rent in full within 7 days after the date it is due. The late charge shall be \$50, plus 1% per month interest.

_____ Tenants _____

_____ Landlords _____

12. **Returned Check and Other Bank Charges.** In the event any check offered by Tenants to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenants shall pay Landlord a returned check charge in the amount of \$ 50.

13. **Experimental/ Non-Standard Systems & Possible Hazards.** Tenant has been informed that the property is an ecological living research facility as well as a home, that the property does not include some common features (e.g., a dryer) and does include hundreds of original innovations in various stages of development, and that there are various quirks to take account of, hazards to avoid, and accommodations to be made to use the systems. A representative but not exhaustive accounting of these items is in the House User's Manual. *Tenants are specifically electing to live here in part because of the like the idea of these experimental ecological living systems.* Landlord agrees to make every reasonable effort to inform Tenants via Users Manual and in person and/or video familiarization of proper use, damage and hazard avoidance. Tenants acknowledge that it is not possible for Landlord to foresee every possible risk, and to live with the systems on the site with more than the usual attention and common sense and at their own risk.

14. **Familiarization Period.** Landlords may move out of the house and into the yard and Tenants may move in to the house up to week before landlords leave in order to familiarize with the systems of the house. In the same spirit as the rewarding of extra care to the house via lowered monthly rent, **there will be no rent charged during the familiarization period.** The exact timing of this familiarization period, if any, will be by separate agreement.

15. **Utilities.** Tenants shall be responsible for payment of all utility charges except as noted below.

For the convenience of both parties, Landlord offers to continue paying the following utilities under landlords name, using their existent payment system:

Internet—under landlords name, paid by landlord, reimbursed by Tenants. Tenant's preferred speed:

____ 384kbs down/384kbs/up \$40/month currently (may change)

___X___ 768kbs down/384kbs/up \$70/month currently (may change)

Electricity—under landlords name, paid by landlord, reimbursed by Tenants.

Basic trash/ recycling—under landlords name, paid by landlord, reimbursed by Tenants.

Water—under landlords name, paid by landlord, reimbursed by Tenants. Landlord will pay 1/2 of summer water to ensure fruit trees get adequate irrigation. Big leaks can be expensive; each party agrees to pay for leaks that are their fault. Leaks become the fault of the Tenant after a reasonable amount of time if sufficiently obvious and not reported. Landlord will pay to have the irrigation system maintained at landlords cost. If agreed, tenant may take on this task in trade for rent reduction. [DO YOU WANT TO DO THIS OR ANY OTHER MAINTENANCE?]

Special case utilities:

Landline(s)—under landlord's name, paid by landlord, not used by tenants [DO YOU WANT ACCESS TO LAND LINE FOR OUTGOING LOCAL CALLS? MARLA MIGHT WANT TO. DOESN'T COST US ANYTHING BUT SLIGHT SET UP EFFORT. DESHNA: YES IF NO COST.]

Landlord's bookkeeper will email tenants a spreadsheet detailing the utilities above quarterly. Landlord will cover the cost of bookkeeping. Payment for these utilities is due 30 days from receipt of accounting. This spreadsheet

____ Tenants ____

____ Landlords ____

will use the same division of utilities between upstairs and downstairs tenants that we've used in the past. If there is any disagreement about division of utilities, tenants agree to try their damndest to work it out without involving landlord.

Note: If there is a spike in utility cost it may slip through with this system. It is suggested that Tenants check in with our bookkeeper for the first few months to keep tabs on utility costs (Amanda Sarkis, office@oasisdesign.net , 207 247 2136).

Landlord reserves the right to change this utility payment system at any time for any reason.

Propane—is in small bottles to be filled by tenants at tenant's cost. The state of fullness of the bottles will be checked on taking and surrendering possession of the property and an adjustment made to the deposit as/if needed for the difference at the market value of propane.

____gallons of propane on move in

____gallons of propane on move out

Firewood— There is more than a years worth of cured firewood in the pile. The size of the firewood pile will be noted on taking and surrendering possession of the property and an adjustment made to the deposit as/if needed for the difference at \$125 a cord.

____ cords of firewood on move in [1.3? HAVE TO CHECK]

____ cords of firewood on move out

Housecleaning— Tenant may arrange for housecleaning at their own expense.

16. **Prohibition of Assignment and Subletting.** Tenants shall not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

17. **Condition of the Premises.** Tenants agree to: (1) keep the premises clean and sanitary, report to the landlord any needed repairs, and, upon termination of the tenancy, to return the premises to Landlord in a condition identical to that which existed when Tenants took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which they become aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenants or their guests or invitees through misuse or neglect.

Tenants acknowledge that they have examined the premises, including appliances, fixtures, carpets, drapes and paint, and have found them to be in good, safe and clean condition and repair, except as noted in the **Move in Checklist**.

Landlord agrees to make the following repairs/ improvements before Tenants move in:

____ Tenants ____

____ Landlords ____

- Complete fencing of property at SE corner
- Repair gate
- Provide for fencing at NW corner by cistern [GATE? HOW HIGH A FENCE FOR DOG? OTHER STUFF?]

18. **Possession of the Premises.** If, after signing this Agreement, Tenants fail to take possession of the premises, they shall still be responsible for paying rent and complying with all other terms of this Agreement. In the event Landlord is unable to deliver possession of the premises to Tenants for any reason not within Landlord's control, including, but not limited to, failure of prior occupants to vacate or partial or complete destruction of the premises, Tenants shall have the right to terminate this Agreement. In such event, Landlord's liability to Tenants shall be limited to the return of all sums previously paid by Tenants to Landlord, plus two months rent.

19. **Furnishings.** The described premises are leased furnished, to include all furnishes enumerated on the **List of Furnishings**, which is a part of this lease, signed by both parties and dated. A portion of the items may be shown in photographs rather than listed.

Tenant agrees to take good care of the furniture, carpets, draperies, appliances and other household goods, and the personal effects of Landlord, and further agrees that he will deliver up same to Landlord in good condition at the end of the term of this lease, normal wear and tear expected.

Tenant shall repair or replace, at Tenant's expense, all loss or damage to any of the listed furniture, carpets, draperies, appliances and other household goods, and personal effects of Landlord, whenever such damage or loss shall have resulted from Tenant's misuse, waste or neglect of said furnishings and personal effects of Landlord.

20. **Pets.** No animal, bird or other pet shall be kept on the premises without Landlord's prior written consent, except properly trained dogs needed by blind, deaf or physically disabled persons.

Landlord consents to Tenant keeping their one dog and one cat on the premises..

Tenant agrees to care for Landlord's two cats "Momma Kitty" and "Baby Kitty." [DO YOU??? WE CAN FIND A NEW HOME FOR THE CATS IF THIS SEEMS IMPOSSIBLE....MAYBE]

21. **Smoking.** Tenants and guests shall not smoke inside the house or outbuildings. Tenants and guests shall exercise extreme care smoking outside in fire season. The south porch is a safe area for smoking.

22. **Landlord's Access for Inspection and Emergency.** Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, supply agreed services and show the premises to prospective buyers or tenants or to access personal belongings of Landlord. Except in cases of emergency, Tenants' abandonment of the premises or court order, Landlord shall give Tenants reasonable notice of intent to enter and shall enter only during regular business hours of Monday through Friday from 8:00 a.m. to 6:00 p.m. and Saturday from 9:00 a.m. to 1:00 p.m. or other time agreed to by Tenants and Landlord. (This provision does not apply during the familiarization period).

23. **Extended Absences By Tenants.** Tenants agree to notify Landlord in the event that they will be away from the premises for 14 consecutive days or more. During such absence, Landlord or Landlord's agents may enter the premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.

____ Tenants ____

____ Landlords ____

24. **Prohibitions Against Violating Laws and Causing Disturbances.** All tenants shall be entitled to quiet enjoyment of the premises. Tenants and their guests or invitees shall not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.
25. **Consideration of Neighbors.** Consideration of neighbors is extremely important for Landlords. (Without permission from the Homeowner's association, Tenants can do nothing on the property in the future). Tenant shall be considerate of neighbors in all matters, including for example, parking tenant cars only in the three on site spaces, avoiding loud noise, clutter, and maintaining fire safety. Tenant also agrees to abide with Landlord's informal agreement with neighbors to avoid power tool noise outside of business hours.
26. **Internet Privacy** Control of the presence of the house on the Internet is extremely important to Landlords. Tenants agree not to publish photos of the house on the Internet or allow guests to take photos of the house.
27. **Hazardous Materials.** Tenant shall not keep or have in or on the leased house, outbuildings or grounds any article or thing of a dangerous, flammable or explosive nature that might be pronounced "hazardous" or extra hazardous" by any responsible insurance company.
28. **Plant and Soil Biocompatible Cleaners and Fruit Trees.**
Tenants agree to abide by soil quality maintenance guidelines in the House Users Guide. Landlord will provide a years supply of dish and laundry soap at Landlord's expense.
29. **Repairs and Alterations.**
- a. Tenants shall not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install any burglar alarm system. Tenants shall provide Landlord with a key or keys capable of unlocking all such re-keyed or new locks.
- b. Except as provided by law or as authorized by the prior written consent of Landlord, Tenants shall not make any repairs or alterations to the premises including, but not limited to painting, modification of flooring, grading of yard, planting or removal of trees, grass or any perennial plants, installation of phone or TV cables, modification of electrical fixtures, outlets or wiring. Tenants are welcome to plant vegetables in the existing vegetable gardening areas and to harvest fruit from the many fruit trees.
- c. Landlord will not unreasonably withhold consent for such repairs, but will not authorize repairs that require advanced skill or workmanship or that would be dangerous to undertake. Landlord will not authorize repairs unless such repairs are likely to return the item or element of the rental to its pre-damaged state of usefulness and attractiveness.
- d. Tenant is responsible for notifying Landlord when a condition arises that requires repair.
- e. Tenant is shall not allow damaged items to go unrepaired. The cost of additional damage caused by unrepaired items for which an attempt to notify Landlord was not made by Tenant becomes the financial responsibility of the Tenant.

____ Tenants ____

____ Landlords ____

30. **Tenant's Repair and Maintenance Responsibilities.**

Tenant shall be responsible for regular maintenance and the following types of minor repair and reasonable and regular maintenance including, including but not limited to:

- Clogged drains
- Broken windows
- Replace batteries in smoke, carbon monoxide detectors
- Promptly notify Landlord, or if landlord is not available, arrange for the repair of any issues with the drip irrigation system (not doing so may result in the death or damage of fruit trees).

31. **Locked Workshop.** The workshop contains Landlords personal effects and many hazardous tools and is to be maintained locked. There will be a key on site in the event that the tools and/or materials inside are needed for repairs on the house.

32. **Damage to the Premises.** In the event the premises are partially or totally damaged or destroyed, the following shall apply:

a. If the premises are totally damaged and destroyed, Landlord shall have the option to: (1) repair such damage and restore the premises, with this Agreement continuing in full force and effect, except that Tenants' rent shall be abated while repairs are being made; or (2) give written notice to Tenants terminating this Agreement at any time within thirty (30) days after such damage, and specifying the termination date; in the event that Landlord gives such notice, this Agreement shall expire and all of Tenants' rights pursuant to this Agreement shall cease.

b. Landlord shall have the option to determine that the premises are only partially damaged by fire or other cause. In that event, Landlord shall attempt to repair such damage and restore the premises within thirty (30) days after such damage. If only part of the premises cannot be used, Tenants must pay rent only for the usable part, to be determined solely by Landlord. If Landlord is unable to complete repairs within thirty (30) days, this Agreement shall expire and all of Tenants' rights pursuant to this Agreement shall terminate at the option of either party.

c. In the event that Tenants, or their guests or invitees, in any way caused or contributed to the damage of the premises, Landlord shall have the right to terminate this Agreement at any time, and Tenants shall be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.

d. Landlord shall not be required to repair or replace any property brought onto the premises by Tenants.

33. **Tenants' Financial Responsibility and Renters' Insurance.** Tenants agree to accept financial responsibility for any loss or damage to personal property belonging to Tenants and their guests and invitees caused by theft, fire or any other cause. Landlord assumes no liability for any such loss. Landlord recommends that Tenants obtain a renter's insurance policy from a recognized insurance firm to cover Tenants' liability, personal property damage and damage to the premises.

34. **Waterbeds.** No waterbed or other item of water-filled furniture shall be kept on the premises without Landlord's written consent.

____ Tenants ____

____ Landlords ____

35. **Lead and mold.** See addenda, attached.

36. **Tenant Rules and Regulations.** Tenants acknowledge receipt of, and have read a copy of, tenant “**House User’s Manual**”, which is attached to and incorporated into this Agreement by reference.

37. **Entire agreement.** This lease constitutes the entire agreement between the parties hereto. No changes shall be made herein except by writing, signed by each party and dated. The failure to enforce any right or remedy hereunder, and the payment and acceptance of rent hereunder, shall not be deemed a waiver by either party of such right or remedy in the absence of a writing as provided for herein.

38. **Payment of Attorney Fees in a Lawsuit.** In any action or legal proceeding to enforce any part of this Agreement, mediation is the preferred recourse. Should it be necessary to go to court, the prevailing party shall not recover reasonable attorney fees and court costs.

39. **Authority to Receive Legal Papers.** Any person managing the premises, the landlord and anyone designated by the landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

Tenant, by email to shanti.didi@gmail.com, or by mail to 5 San Marcos Trout Club, Santa Barbara, CA 93105-9726

Landlord, at the following address: oasis@oasisdesign.net, with cc: to office@oasisdesign.net

Landlords

By: _____

Art Ludwig

Date: _____

By: _____

Lynn Shoemaker

Date: _____

Tenants

By: _____

Deshna Ubeda

Date: _____

By: _____

Fernando Ubeda

Date: _____

____ Tenants ____

____ Landlords ____

Disclosure of Information on Lead-Based Paint or Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards. Check (i) or (ii) below:

☐ (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

_____.

☒ (ii) Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor. Check (i) or (ii) below:

☐ (i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

_____.

☒ (ii) Lessor has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) ___ Lessee has received copies of all information listed above.

(d) ☒ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) ___ Agent has informed the lessor of the lessor's obligations under 42 USC 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Landlord

_____ Date

_____ Tenant _____ Tenant

_____ Date _____ Date

_____ Tenants _____

_____ Landlords _____

Rental Mold and Ventilation Addendum

The following conditions are hereby incorporated in and made part of the Rental Agreement dated _____ for the property located at 5 San Marcos Trout Club ("Premises") between _____ ("Tenant")

and _____ ("Landlord")

Mold and Ventilation Notification and Agreement: Except as noted at the time of the tenant's move-in inspection or as noted below:

Tenant agrees that the premises is being delivered free of known damp or wet building materials ("Mold") or mildew contamination. Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained (ii) moisture may accumulate inside the Premises if is not properly aired out (iii) if moisture is allowed to accumulate, it can lead to the growth of mold (iv) mold can grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth. Tenant agrees to:

1. Maintain the Premises free of dirt, debris and moisture that could harbor mold;
2. Clean any mold or mildew that appears with appropriate cleaner designed to kill mold;
3. Clean and dry any visible moisture on windows, walls and other surfaces including personal property as quickly as possible;
4. Use reasonable care to close windows and doors to prevent water from entering the Premises;
5. Ventilate the bathrooms and kitchen if any and notify the Landlord if they stop working;
6. Immediately notify the Landlord of any water intrusion including, but not limited to, roof or plumbing leaks, drips or "sweating" pipes;
7. Immediate notify Landlord of overflows from bathroom, laundry or kitchen facilities;
8. Immediately notify Landlord of any significant mold growth on surfaces in the Premises;
9. Allow Landlord, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation and
10. Release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, successors and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household, or Tenants guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of mold due to Tenant's failure to comply with this Rental Mold and Ventilation Addendum.

Tenant

Date

Tenant

Date

Landlord

Date

____ Tenants _____

____ Landlords _____