

HHA LEASE ADDENDUM for DISCLOSURES

This Addendum, dated this _____ day of _____, _____ is intended to amend and supplement the terms of that certain Dwelling Lease entered into and between Helena Housing Authority and _____ hereinafter called the "Resident," for the dwelling located at _____; Unit No. _____, and the members of the household of the Resident who occupy said dwelling with the Resident, including:

Name	D.O.B.
Name	D.O.B.
Name	D.O.B.
Name	D.O.B.
Name	D.O.B.

HAZARDOUS MATERIALS DISCLOSURE: Resident shall not keep on the leased Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the leased Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

LEAD BASED PAINT DISCLOSURE: Residential real property on which a residential dwelling was built prior to 1978 may present exposure to lead from lead-based paint that may place young children at risk for developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to occupancy of such property.

HHA's Disclosure

(initial) (check one box below)

- _____ (a) Presence of lead-based paint or lead-based paint hazards (check one below).
 - Known lead-based paint and/or lead-based paint hazards are present in the housing
Explain: _____
 - HHA has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- _____ (b) Records and reports available to HHA (check one box below)
 - HHA has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the building (list documents below).

- HHA has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Explain: _____

HHA's Disclosure Affirmation

(initial each space to affirm)

- _____ (c) Resident has received copies of all information listed above.
- _____ (d) Resident has received the pamphlet *Protect Your Family from Lead in Your Home* or other USEPA approved disclosure pamphlet.
- _____ (e) Resident has (check one box below):
- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint hazards; or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

HHA or Managing Agent Acknowledgement (initial)

- _____ (f) HHA or Agent has informed the Resident of the Resident's obligations under 42U.S.C. 4582(d) as set forth above.

MOLD DISCLOSURE: There are many types of mold. Inhabitable properties are not, and cannot be, constructed to exclude mold. Moisture is one of the most significant factors contributing to mold growth. Information about controlling mold growth may be available from your county extension agent or health department. Certain strains of mold may cause damage to property and may adversely affect the health of susceptible persons, including allergic reactions that may include skin, eye, nose, and throat irritation. Certain strains of mold may cause infections, particularly in individuals with suppressed immune systems. Some experts contend that certain strains of mold may cause serious and even life-threatening diseases. However, experts do not agree about the nature and extent of the health problems caused by mold or about the level of mold exposure that may cause health problems. The Centers for Disease Control and Prevention is studying the link between mold and serious health conditions. HHA, or its property manager, or its managing agent, cannot and does not represent or warrant the absence of mold. It is the Resident's obligation to determine whether a mold problem is present. To do so, the Resident should hire a qualified inspector and make any contract to rent or lease contingent upon the results of that inspection. HHA, or its property manager, or its managing agent who provide this mold disclosure statement, and provides for the disclosure of any prior testing and any subsequent mitigation or treatment for mold, and discloses any knowledge of mold in the Dwelling is not liable in any action based on the presence of or propensity for mold in a building that is subject to any contract to rent or lease the Dwelling unit.

Whenever HHA, its property manager or agent has knowledge that a unit has mold present, then prior to or upon entry into a contract for lease of the unit, such knowledge shall be disclosed to the Resident or prospective renter. Whenever HHA, its property manager or agent knows that a dwelling unit has been tested for mold, then prior to or upon entry into a contract for lease of the unit, the Resident or prospective renter shall be advised by HHA, its property manager or agent that testing has occurred and a copy of the results of that test, if available, and evidence of any subsequent mitigation or treatment shall be provided to the Resident or prospective renter. A Resident or prospective renter who contracts for testing may receive the results of that testing and shall provide a copy of the results of that test, if available, to HHA. The furnishing of test results and evidence of mitigation or treatment is not to be construed as a promise, warranty, or representation of any sort by HHA, its property manager or agent that the test results are accurate or that the mitigation or treatment is effective.

MEGAN'S LAW DISCLOSURE: Pursuant to the provisions of the Title 45, Chapter 23, Part 5 of the Montana Code Annotated, certain individuals are required to register their address with the local law

