

**SMOKE & CARBON MONOXIDE DETECTOR ADDENDUM**

**NOTICE: THIS DOCUMENT PLACES A DUTY UPON THE TENANT TO REGULARLY TEST THE SMOKE & CARBON MONOXIDE DETECTOR(S) AND REPORT ALL MALFUNCTIONS TO LANDLORD IN WRITING.**

THIS ADDENDUM dated \_\_\_\_\_ will become a part of the original lease or rental agreement dated June 1, 2011 between DAN TRAHAN, Landlord, and \_\_\_\_\_, Tenant, for the Residence located at \_\_\_\_\_, known as \_\_\_\_\_ (Residence).

1. **Smoke & Carbon Monoxide (CO) Detector:** Tenant acknowledges that as of this date, the Residence is equipped with one or more smoke & CO detectors; that Tenant has inspected the smoke & CO detector(s); and that Tenant finds it/them to be in proper working condition.
2. **Repair:** Tenant agrees that it is Tenant's duty to test and clean the smoke & CO detector(s) on a monthly basis and Tenant agrees to notify Landlord immediately in writing of any problem, defect, malfunction or failure of the smoke & CO detector(s).
3. **Maintenance:**
  - A. Tenant agrees to replace the smoke & CO detector(s) battery, if any, at anytime the existing battery becomes unserviceable.
  - B. If after replacing the battery, the smoke & CO detector will not operate, Tenant must immediately inform Landlord of this fact.
4. **Replacement:** Tenant agrees to reimburse Landlord for the cost of a new smoke & CO detector and the installation thereof in the event the existing smoke & CO detector(s) becomes damaged by Tenant or Tenant's guests or invitees.
5. **Disclaimer:**

TENANT SHALL INDEMNIFY AND HOLD LANDLORD HARMLESS FROM ANY LOSS, COST, DAMAGE OR INJURIES TO PERSONS OR PROPERTY CAUSED BY (1) TENANT'S FAILURE TO REGULARLY TEST THE SMOKE & CO DETECTOR(S); (2) TENANT'S FAILURE TO NOTIFY LANDLORD OF ANY PROBLEM, DEFECT, MALFUNCTION OR FAILURE OF THE SMOKE & CO DETECTOR(S); (3) THEFT OF THE SMOKE & CO DETECTOR(S) OR REMOVAL OF ITS/THEIR BATTERY/BATTERIES; (4) TENANT'S FAILURE TO COMPLY WITH THE TERMS OF THIS ADDENDUM.
6. **Entire Agreement:** The parties acknowledge that this Addendum is the entire agreement of the Tenant and Landlord relative to the smoke & CO detector(s) in the above referenced Residence.
7. **Term:** The term of this Addendum shall be for the same term as any lease or rental agreement between the parties, or the period, during which the Tenant occupies the premises, whichever is longer.

