

## SMOKE AND CARBON MONOXIDE DETECTOR ADDENDUM

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

THIS ADDENDUM dated \_\_\_\_\_ will become a part of the original lease or rental agreement for the \_\_\_\_\_ lease term between \_\_\_\_\_, Landlord, and \_\_\_\_\_, Tenant, for the residence located at \_\_\_\_\_.

- 1. Smoke and Carbon Monoxide (CO) Detector:** Tenant acknowledges that as of this date, the residence is equipped with one or more smoke and CO detector(s); that Tenant has inspected the smoke and CO detector(s); and that the Tenant finds it/them to be in working condition.
- 2. Repair:** Tenant agrees that it is Tenant's duty to test and clean the smoke and CO detector(s) on a monthly basis and Tenant agrees to notify the Landlord immediately in writing of any problem, defect, malfunction or failure of the smoke and CO detector(s).

### **Maintenance:**

**A. Tenant agrees to replace the smoke and CO detector(s) battery/batteries at anytime the existing battery/batteries become unserviceable.**

**B. If after replacing the battery, the smoke and CO detector will not operate, the Tenant must immediately inform the Landlord of this fact.**

- 3. Replacement:** Tenant agrees to reimburse Landlord for the cost of a new smoke and CO detector and the installation thereof in the event the existing smoke and CO detector(s) becomes damaged by the Tenant or Tenant's guests or invitees.
- 4. Disclaimer:** TENANT SHALL INDEMNIFY AND HOLD THE LANDLORD HARMLESS FROM ANY LOSS, COST, DAMAGE OR INJURIES TO PERSONS OR PROPERTY CAUSED BY (1) TENANT'S FAILURE TO REGULARLY TEST THE SMOKE AND CO DETECTORS; (2) TENANT'S FAILURE TO NOTIFY LANDLORD OF ANY PROBLEM, DEFECT, MALFUNCTION OR FAILURE OF THE SMOKE AND CO DETECTOR(S); (3) THEFT OF THE SMOKE AND CO DETECTOR(S) OR REMOVAL OF ITS/THEIR BATTERY/BATTERIES; (4) TENANT'S FAILURE TO COMPLY WITH THE TERMS OF THIS ADDENDUM.

5. **Entire Agreement:** The parties acknowledge that this addendum is the entire agreement of the Tenant and Landlord relative to the smoke and CO detector(s) in the above referenced residence.
6. **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.
7. **Acknowledgement:** Tenant acknowledges that he/she has read this addendum and it places a duty upon him/her to regularly test the smoke and CO detector(s) and report all malfunctions of the same to the Landlord in writing.
8. **Validity:** If any term of this addendum shall be illegal or unenforceable, the remaining terms or provisions hereof shall remain in full force and effect.

Tenant(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_

Landlord: \_\_\_\_\_