

## 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 Smoke & Carbon Monoxide Detector Addendum (this "Addendum") dated as of the date set forth on the signature page will become a part of the Lease by and among McHugh & McHugh, LLC ("Landlord") and the tenant(s) identified on the signature page of this Addendum (each, a "Tenant" and, collectively, "Tenant"), for the apartment identified on the signature page of this Addendum (the "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 any time 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 or removed by Tenant or Tenant's guests or invitees.
5. **Hold Harmless/Indemnification:**

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 OR REMOVAL 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. THIS PROVISION SHALL SURVIVE THE TERM OF THE LEASE AND/OR TERMINATION OF THE LEASE.
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 the lease between and among the parties, or the period, during which the Tenant occupies the Residence, whichever is longer.
8. **Acknowledgment:** Tenant acknowledges that Tenant has read this Addendum and it places a duty upon

Tenant to regularly test the smoke & CO detector(s) and report all malfunctions of the same to Landlord in writing.

9. **Joint and Several Liability:** Each Tenant is jointly and severally (together and separately) responsible for complying with each and every provision of this Addendum, regardless of the "fault" of one Tenant versus the other Tenant (*i.e.*, "All for one and one for all"), regardless of any agreement between the Tenants and regardless of any fault of one Tenant vis-à-vis the fault, if any, of the other Tenant.
10. **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.
11. **Counterparts; Delivery by Email or Facsimile:** This Addendum may be executed in one or more counterparts, all of which taken together will constitute one instrument, and will become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party. Executed signature pages delivered by facsimile or electronically (*e.g.*, via e-mail) will be treated in all respects as original signatures.

Address of Residence: \_\_\_\_\_.

Date of Lease: \_\_\_\_\_.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**LANDLORD:**

**MCHUGH & MCHUGH, LLC**

By:

\_\_\_\_\_  
David P. McHugh  
*Manager and Member*

**TENANT:**

**TENANT:**

By: \_\_\_\_\_  
Print Tenant Name:

By: \_\_\_\_\_  
Print Tenant Name:

**GUARANTOR:**

By: \_\_\_\_\_  
N.A.