



119 N Campbell St. • Macomb, IL 61455 • 309-837-4191 • Fax 309-837-5620

THIS ADDENDUM dated _____ will become part of the original lease or rental agreement dated _____ between Lotz Property Management, lessor or agent, and _____

Lessee/Resident, for the residence located at _____.

1. **Smoke Detector and Carbon Monoxide Detectors:** You acknowledge that as of this date, the residence is equipped with smoke detectors and carbon monoxide detectors; that you have inspected the detector(s); and that you find them to be in proper working condition.
2. **Repair:** You agree that it is your duty to regularly test the smoke detectors and carbon monoxide detectors and agree to notify property management immediately in writing of any problem, defect, malfunction, or failure of the detector(s). Within 5 days of receipt of such written notification, management shall repair or replace the detector(s), assuming the availability of labor and materials.
3. **Maintenance: A. You agree to replace the detector(s) battery, if any, at any time the existing battery becomes unserviceable. B.) If after replacing the battery, the detector will not operate, you must inform management immediately in writing of any deficiencies.**
4. **Replacement:** You agree to reimburse management, upon request, for the cost of a new smoke detector and/or carbon monoxide detector and the installation thereof in the event the existing detector(s) becomes damaged by you or your guests or invitees.
5. **Disclaimer:**

YOU ACKNOWLEDGE AND AGREE THAT OWNER OR AGENT IS NOT THE OPERATOR, MANUFACTURER, DISTRIBUTOR, RETAILER, OR SUPPLIER OF THE SMOKE AND CARBON MONOXIDE DETECTOR(S). YOU ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ALL RISK AND HAZARDS ATTRIBUTABLE TO, CONNECTED WITH OR IN ANY WAY RELATED TO THE OPERATION, MALFUNCTION, OR FAILURE OF THE SMOKE AND CARBON MONOXIDE DETECTOR(S), REGARDLESS OF WHETHER SUCH MALFUNCTION OR FAILURE IS ATTRIBUTABLE TO, CONNECTED WITH, OR IN ANY WAY RELATED TO USE, OPERATION, MANUFACTURE, DISTRIBUTION, REPAIR, SERRVICING OR INSTALLATION OF SAID SMOKE AND CARBON MONOXIDE DETECTOR(S).

NO REPRESENTATION, WARRANTIES, UNDERTAKING OR PROMISES, WHETHER ORAL OR IMPLIED, OR OTHERWISE HAVE BEEN MADE BY OWNER, IT'S AGENTS OR EMPLOYEES TO YOU REGARDING SAID SMOKE AND CARBON MONOXIDE DETECTOR(S), OR THE ALLEGED PERFORMANCE OF THE SAME. OWNER OR AGENT NEITHER MAKES NOR ADOPTS ANY WARRANTY OF ANY NATURE REGARDING SAID DETECTOR(S), INCLUDING EXPRESSED OR IMPLIED WARRANTIES. OWNER OR AGENT SHALL NOT BE LIABLE FOR DAMAGES, LOSSES AND/OR INJURIES TO PERSON(S) OR PROPERTY CAUSED BY (1) YOUR FAILURE TO REGULARLY TEST THE DETECTOR(S); (2) YOUR FAILURE TO NOTIFY OWNER OF ANY PROBLEM, DEFECT, MALFUNCTION, OR FAILURE OF THE DETECTOR(S); (3) THEFT OF THE SMOKE AND CARBON MONOXIDE DETECTOR(S) OR ITS SERVICEABLE BATTERY; AND/OR (4) FALSE ALARMS PRODUCED BY THE DETECTOR(S).

6. **Entire Agreement:** The parties acknowledge that this written addendum is the entire agreement of the parties relative to the smoke and carbon monoxide detector(s) in the above referenced residence. Any agreement that in any way varies the terms of this Addendum shall be enforceable and completely void unless such agreement is in writing and signed by both parties.
7. **Term:** The term of the Addendum shall be the same term as lease, renewal, or extension of rental agreement.
8. **Acknowledgement:** I acknowledge I have read this addendum and it places a duty upon me to regularly test the smoke and carbon monoxide detector(s) and report all malfunctions of the same to lessor or agent in writing.

Signed this _____ day of _____, 20____.

X _____
Lotz Property Management Agent

X _____

X _____

Tenant Signature

X _____

Tenant Signature

Tenant Signature

X _____

Tenant Signature