

Green Lease Addendum

This Addendum modifies the attached Lease Agreement between Landlord and Tenant, who have agreed to cooperate on meeting sustainability and high performance building goals.

1. Landlord shall:

- (a) Purchase [50% / or 75%/ or 100%] “Green Power” (electricity from documented renewable energy sources) for the [common areas / or/ entire building].
- (b) Purchase and install: sink and shower aerators, efficient shower heads, and water efficient washing machines.
- (c) New and replacement toilets shall be low-flow toilettes, which is 1.28 gallons per flush, and new and replacement washing machines shall be water efficient.
- (d) Purchase and install: weatherstripping on all exterior doors, and an insulation blanket on all domestic storage water heaters that are rated at a minimum thermal resistance value of R-6.
- (e) Set up an energy efficiency products buying pool for tenants (and for common areas), which shall maximize opportunities and discounts for products such as LED light bulbs, power strips, phantom load light switches (ensure no draw on electricity when switch is off), etc.
- (f) Always purchase Energy Star or comparably efficient appliances for [the building and/or unit] as existing non-Energy Star or comparably efficient appliances need to be replaced.
- (g) Replace natural gas-powered appliances such as dryers and ranges with energy efficient electric versions, in an effort to wean dependence on fossil fuels.
- (h) Set up a building-wide infrastructure for materials recycling and composting by supplying the appropriate recycling bins to Tenant for paper, metals, plastics and the appropriate composting bins. Landlord shall also provide electronics disposal bins for computers, etc. at least once a year.
- (i) Protect indoor air quality by using low-VOC paints and carpets and require landlord-hired cleaners to use “green” and non-toxic cleaning products that are certified by the Environmental Working Group tests and providing appropriate plants in common areas. To limit chemical offgassing from carpet and carpet underlayment, choose products that carry the Carpet and Rug Institute's (CRI) Green Label Plus logo. These have been tested to meet standards for low-VOC emissions. Consider carpets made of natural fibers, or containing recycled content.
- (j) Keep HVAC units tuned up to work efficiently, including annual maintenance of systems.
- (k) Publish an annual report on Green Lease and sustainability measures. This shall include monthly measurements of building energy and water use, and shall annual targets for those measures. This report should be made available to all tenants.

(1) Designate a representative (“Building Environmental Manager”) for questions or suggestions on Green Lease sustainability issues. This could be the building manager or a tenant.

2. Tenant shall:

- (a) Use best efforts to recycle by separating waste stream into the appropriate recycling bins (paper, plastic, metals), and dispose of all electronic items (cell phones, computers, etc.) in designated bins when they are available.
- (b) Use best efforts to compost plant debris and kitchen scraps, and food soiled paper in an orderly manner (when composting bins are available).
- (c) Give Landlord access to data on unit energy and water use for annual reports.
- (d) Use best efforts to help meet building-wide energy use reduction goals and minimize unnecessary use of electricity, water, heating, and air conditioning, including recommended use of window shades and curtains to keep out summer heat and keep in winter warmth.
- (e) Consider using the energy efficiency products buying pool that Landlord has set up and consider Energy Star or comparably efficient appliances for Tenant’s unit.
- (f) Protect indoor air quality by using low-VOC paints and carpets and using “green” and non-toxic cleaning products whenever possible. To limit chemical offgassing from carpet and carpet underlayment, choose products that carry the Carpet and Rug Institute's (CRI) Green Label Plus logo. These have been tested to meet standards for low-VOC emissions. Consider carpets made of natural fibers, or containing recycled content.

3. Landlord and Tenant Shall:

- (a) Plant drought-tolerant, native perennials to replace water-intensive annuals. These have the benefit of often reseeding themselves, ensuring longevity.
- (b) Utilize succulents and ornamental/native grasses.
- (c) Replace lawn areas with mulch, tree clippings, gravel, rock, recycled materials such as concrete, or other natural materials.
- (d) Regularly check for water leaks.

4. Landlord and Tenant agree that a primary goal of the Green Lease Addendum is to reach a _____% reduction in water use//electricity use//gas use from energy use as of _____ [date].

5. Landlord and Tenant agree that a material violation of this Green Lease Addendum that continues more than 30 days after written notice of such violation shall be considered cause for mediation under the Lease Agreement. Material violation of this Addendum is not a Material Violation of the underlying Lease Agreement and cannot be just cause for eviction under Berkeley Municipal Code Section 13.76.130A.2