

PROPERTY MANAGEMENT TEMPLATE · LEASE ADDENDUM

# Sample Lease Addendum

Low-Frequency Noise and Vibration. A starting point for review by property counsel. Not legal advice. Adapt to jurisdiction, lease form, and property type before use.

**Important.** This document is a sample template intended to be reviewed, adapted, and approved by qualified property counsel before adoption. Lease language is jurisdiction-specific and must conform to applicable landlord-tenant statutes, habitability standards, and any rent stabilization, fair housing, or local ordinance constraints that apply to the property. The Low Frequency Research Initiative does not provide legal advice. This template is offered as a starting point for counsel review, not as a ready-to-execute document.

## ADDENDUM TO LEASE AGREEMENT

LANDLORD / PROPERTY OWNER

TENANT(S)

PROPERTY ADDRESS / UNIT

LEASE EFFECTIVE DATE

This Addendum ("Addendum") is attached to and incorporated by reference into the Lease Agreement ("Lease") between the parties identified above. In the event of any conflict between this Addendum and the body of the Lease, the terms of this Addendum shall control with respect to its subject matter.

### 1. Definitions

For purposes of this Addendum, the following definitions apply:

**(a) "Low-Frequency Noise"** means acoustic energy in the frequency range below approximately two hundred (200) hertz (Hz), including but not limited to audible bass content, structural vibration, and acoustic pressure transmitted through walls, floors, ceilings, or shared structural elements.

**(b) "Infrasound"** means acoustic energy at frequencies below twenty (20) Hz, which is generally below the threshold of human auditory perception but is capable of producing pressure sensations, vibration, and physiological response.

**(c) "Amplification Equipment"** means subwoofers, bass shakers, transducer-based audio systems, tactile audio devices, signal generators, and any other consumer or professional equipment capable of producing acoustic output at frequencies specified in (a) and (b) above.

**(d) "Quiet Enjoyment"** shall be interpreted to include freedom from Low-Frequency Noise and Infrasound that materially interferes with the use of the Premises for residential purposes, regardless of whether such noise is audible at the time of any inspection or measurement.

### 2. Tenant Obligations

Tenant agrees to the following obligations regarding Amplification Equipment and Low-Frequency Noise within or originating from the Premises:

**2.1 Reasonable Use.** Tenant may operate Amplification Equipment within the Premises, subject to the limitations set forth in this Addendum and applicable local noise ordinances. Tenant agrees that such operation shall not unreasonably interfere with the Quiet Enjoyment of other residents of the property.

**2.2 Placement Restrictions.** Subwoofers and other Amplification Equipment shall not be placed in direct contact with shared walls, floors, or ceilings. Such equipment shall be positioned with reasonable air-gap or vibration-isolation between the equipment and any shared structural surface.

**2.3 Quiet Hours.** Operation of Amplification Equipment at output levels producing perceptible vibration or pressure in adjacent units is prohibited between the hours of [INSERT LOCAL QUIET HOURS, e.g., 10:00 p.m. and 7:00 a.m.] and at any other times when such operation produces complaints from adjacent residents.

**2.4 Response to Complaints.** Upon written notice from Landlord that Amplification Equipment within the Premises is producing Low-Frequency Noise or Infrasound affecting other units, Tenant shall promptly take reasonable steps to mitigate the issue, including but not limited to repositioning equipment, reducing output levels, installing vibration-isolation pads, or limiting hours of operation. Failure to make reasonable mitigation efforts after written notice shall constitute a default under this Addendum.

**2.5 Prohibited Conduct.** Tenant shall not operate any Amplification Equipment, signal generator, or device for the purpose of causing physical discomfort, physiological harm, sleep disruption, or harassment to any other resident of the property. Conduct of this nature shall constitute a material breach of this Addendum and may, in addition to remedies under this Lease, give rise to liability under applicable harassment, nuisance, or assault statutes.

### 3. Landlord Obligations

**3.1 Complaint Intake.** Landlord shall maintain a structured intake process for complaints involving Low-Frequency Noise and Infrasound. Landlord shall acknowledge such complaints in writing within a reasonable period and shall investigate as provided below.

**3.2 Investigation.** Upon receipt of a complaint, Landlord or its designated representative shall investigate using reasonable methods, which may include extended in-unit observation, inspection of common areas, and review of any documentation provided by the complainant. Landlord acknowledges that conventional A-weighted decibel measurement may not be adequate to characterize Low-Frequency Noise and Infrasound, and that the absence of an audible violation does not conclusively establish that a complaint is unfounded.

**3.3 Escalation to Professional Assessment.** Where complaint patterns warrant (including but not limited to repeated complaints from a single unit or complaints from non-adjacent units attributing to a common source), Landlord may engage a qualified acoustical consultant to perform measurement using equipment appropriate to the frequency range at issue, including Z-weighted or G-weighted measurement as specified in ISO 7196 or equivalent standards.

**3.4 Action on Findings.** Where Landlord's investigation or professional assessment establishes that Low-Frequency Noise or Infrasound originating from another unit is materially interfering with Tenant's Quiet Enjoyment of the Premises, Landlord shall take reasonable steps to address the source, which may include written notice to the responsible resident, enforcement action under the Lease, mediation, or, where appropriate, eviction proceedings consistent with applicable law.

### 4. Tenant Remedies

**4.1 Documentation Right.** Tenant may maintain, at Tenant's expense, monitoring or recording equipment within the Premises for the purpose of documenting Low-Frequency Noise and Infrasound exposure. Such equipment shall not record audio or video of persons outside the Premises and shall comply with applicable privacy law.

**4.2 Habitability.** Where documented Low-Frequency Noise or Infrasound exposure is established at levels materially interfering with the use of the Premises for residential purposes, and Landlord has failed to take reasonable mitigation steps after written notice, Tenant may pursue remedies available under applicable habitability or quiet enjoyment law, including but not limited to rent abatement or lease termination, subject to the procedural requirements of such law.

**4.3 No Waiver.** The execution of this Addendum does not waive any statutory right of Tenant under applicable landlord-tenant, habitability, fair housing, or disability accommodation law.

### 5. General Provisions

**5.1 Severability.** If any provision of this Addendum is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**5.2 Entire Agreement on Subject Matter.** This Addendum sets forth the entire agreement of the parties with respect to Low-Frequency Noise and Infrasound and supersedes any prior oral representations on such subject matter, except where incorporated by reference into the Lease.

**5.3 Governing Law.** This Addendum shall be governed by the laws of the State of [INSERT STATE], without regard to its conflict-of-law principles.

## 6. Signatures

By signing below, the parties acknowledge that they have read this Addendum, understand its provisions, and agree to be bound by its terms.

<b>LANDLORD / AUTHORIZED AGENT — SIGNATURE</b>	<b>TENANT — SIGNATURE</b>
<b>PRINTED NAME</b>	<b>PRINTED NAME</b>
<b>DATE</b>	<b>DATE</b>

*This sample addendum is provided by the Low Frequency Research Initiative as a non-commercial reference template. It is not legal advice and does not create an attorney-client relationship. Properties must adapt this template to applicable law and have it reviewed by qualified counsel before adoption. The Low Frequency Research Initiative makes no warranty as to the enforceability of this template in any jurisdiction.*