

PEST ADDENDUM

This Agreement between Landlord and Tenant is an addendum to the Lease Agreement dated _____ for the property located at _____ (“Property”).

Landlord and Tenant agree as follows:

Tenant’s Responsibilities: Upon move-in, Tenant shall conduct a thorough inspection of the Property for pests. If Tenant fails to report ANY pest infestation and/or problems with the Property within ten (10) days, it shall be an acknowledgement by Tenant that the Property is in an acceptable and pest-free condition. Tenant agrees to take reasonable steps to prevent, control and report any signs of pests immediately to Landlord and that notification shall constitute Tenant's permission for the Landlord to enter the Property to inspect. Tenant agrees to inspect the Property and his/her personal property for signs of pests on a routine basis.

Landlord’s Responsibilities: Landlord agrees to inspect the Property prior to renting the Property for pests and to pre-treat the home in the event that any pests are detected. In the event that pests or vermin are detected in the Property and reported by the Tenant, Landlord agrees to take all reasonable steps necessary to control or destroy the pests by using the proper protocol as determined by a licensed pest control service. This requirement in no way limits the Landlord's right to use staff to remedy the situation. Landlord agrees to provide the first treatment at no cost to tenant, unless there is evidence that Tenant and/or Tenant’s guests created the environment that could have or actually did create the pest problem. Landlord agrees to take all reasonable steps to address any identified pest issue.

Upon the discovery of any pest issue, Landlord shall provide a 48 hours prior written notice delivered either to the Tenant, posted to the door, or electronically to the Tenant for treatment. Tenant agrees to prepare the Property and their personal property for any pest control treatment. Tenant further agrees to comply with all recommendations and requests from management and pest control specialists prior to the professional treatment including but not limited to: placing all food in properly sealed containers and cleaning the home and all food preparation areas on a daily basis.

General Provisions:

Tenant agrees that they will not knowingly or negligently bring any items into the Property that may be infested with pests or create any condition that would cause pest issues. Tenant agrees to keep the home in a clean and debris free condition. Tenant agrees to pay for any treatments in excess of the first treatment and that amount is due and owing as rent and payable on or before the next rental due date. If Tenant does not have the Property properly prepared for the initial treatment, the Tenant agrees to be liable for that service fee. Tenant agrees that breach of any of these obligations will constitute a breach of the Lease Agreement and may result in an eviction action and/or a claim for the damages incurred by Landlord.

Tenant acknowledges that the execution of this Pest Addendum does not guaranty or warrant a pest-free environment. Tenant acknowledges and understands that Landlord’s ability to police, monitor, or enforce the terms of this Addendum is largely dependent upon Tenant’s voluntary compliance and cooperation.

Bedbugs: If bedbugs are discovered in the Property or in a surrounding Property, the Tenant agrees to comply with additional steps including but not limited to any protocol provided by the pest control company and:

1. Placing all bedding, drapes, and rugs in bags to be transported for laundry or dry cleaning. Wash and dry all machine-washable items in the hottest setting. Dry clean any items that are not washable and notify the drycleaner of the issue so that proper steps may be taken to remedy the issue.
2. Removing or destroying all infected mattresses in sealed plastic and away from the common trash disposal area. Discard any other items that can not be treated in the same manner.
3. Emptying all closets and furniture from the area during treatment and not returning any of those items until they have been cleared by the pest control specialist. Follow instructions on how to properly clean or destroy any infected items.
4. Deeply vacuum all areas of the Property including but not limited to closets and furniture. Follow instructions on how to properly discard vacuum contents.
5. Move all of the furniture away from the walls and leave access to closet areas.

Other: Tenant acknowledges that the Landlord is not an insurer of Tenant's property and is encouraged to have renter's insurance to cover any losses. Landlord shall not be liable to Tenant for any damage caused by pests, including, but not limited to, replacement of furniture, medications or medical expenses. Landlord shall not be liable to tenant for any damage caused to Tenant's personal property during pest control treatments or inspections, unless the damage arises from Landlord's gross negligence. Landlord and its agents shall not be liable to Tenant or their guests for any harm as a result of any pest issue other than for the intentional failure to address a pest issue. Furthermore the Tenant agrees to indemnify and hold harmless the Owner and its agents from any claims, including attorney fees, which the Tenant may incur as a result of the negligent or intentional acts of the Tenant or their guests. Tenant may be liable for failing to comply with this Addendum. Tenant further acknowledges receipt of bed bug educational materials from Landlord.

By signing below, the undersigned acknowledge and agree to the above addendums. Failure to execute and return the Addendum will constitute a material breach of the Lease.

Landlord/Management

Date: _____

Tenant

Date: _____

Tenant

Date: _____