

ADDENDUM TO LEASE AGREEMENT

On or about _____, Landlord and Tenants executed a Lease Agreement for the property commonly known as _____. The Lease was silent on the issue of extermination and infestation of pest and rodents. To avoid any future misunderstandings regarding this issue, the Parties have agreed to execute this Addendum.

1. Condition of the Leased Premises Prior to Tenants' Occupation

Tenants agree that prior to moving any personal property into the leased premises they will inspect the residence for any pests and / or rodents. If any pests and /or rodents are located, Tenants agree to immediately notify Landlord of this issue. So long as Tenants have not moved any personal property into the leased premises, Landlord will be responsible for pest control costs. If Tenants do not notify Landlord of any issues and proceed to move their personal property into the residence, Tenants agree that property was not infested with pests and / or rodents prior to Tenants' occupation.

2. Extermination / Infestation during Tenants' Occupation

A. During the terms of the Lease, Landlord agrees to provide adequate pest control to treat general pests, including, but not limited to, ants, bees, spiders, rodents, and roaches. If the infestation was attributable to the conduct of the Tenants and / or their guests, then Tenants shall be responsible for reimbursing Landlord for the costs of the extermination of these pests. It is a material breach of the Lease for Tenants' to fail to remit this payment within 7 days of receiving the bill from Landlord. Under such circumstances, Landlord shall have the right to initiate eviction proceedings against the Tenants and / or sue the Tenants to recover the above mentioned expenses.

B. Subject to any notice provided in accordance with paragraph 1, prior to the Tenants taking possession, the leased premises was free of any bed bugs infestation. If an infestation of bed bugs occurs during the term of the Lease, the infestation will be attributed to the conduct of the Tenants. While it will be Landlord's responsibility to eradicate such an infestation, Tenants agree to reimburse Landlord, within 7 days of Tenants receiving the bill, for the costs of all services paid to treat the bed bugs, along with any additional expenses incurred as a result of the infestation. It is a material breach of the Lease for Tenants' to fail to remit this payment within this 7 day period. Under such circumstances, Landlord shall have the right to initiate eviction proceedings against the Tenants and / or sue the Tenants to recover the above mentioned expenses.

C. Tenant agrees to cooperate with Landlord in all extermination procedures, preparation requirements, steps needs to sanitize the leased premises, or any other requests made by the pest control company. Should an infestation occur, Tenants authorize Landlord and / or the pest control company to enter the leased premises to perform any necessary treatment.

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Landlord shall provide Tenants with at least 24 hours notice prior to entering the leased premises. Tenants' failure to cooperate constitutes a material breach of the Lease.

D. Tenant agrees that under no circumstances shall Landlord be liable for damages caused by a bed bug infestation, regardless of whether the nature of the damages are compensatory, incidental, consequential, punitive, or statutory. Additionally, Landlord shall have no liability for damages caused to furniture, bedding, clothes, or any other personal property. Nor shall Landlord be liable for any medical expenses or medication expenses that may be required by Tenants and / or Tenants' guests.

E. In the event that Tenants proximately caused an infestation of other rental units, Tenants shall bear the full costs of treatment for all units, and shall indemnify and reimburse Landlord for any and all such costs advanced, or otherwise incurred. It is a material breach of the Lease for Tenants' to fail to remit this payment within this 7 days of Tenant's receipt of the bill.

F. If Tenants fail to provide a reimbursement of the aforementioned costs for treating bed bugs, or for any other infestation of pests caused by the conduct of Tenants, then Tenants expressly authorize Landlord to apply their security deposit towards the aforementioned costs. Such an application of the security deposit shall not limit Landlord's right to seek the recovery of additional damages from the Tenants and / or to initiate an eviction proceeding.

This Addendum to the Lease Agreement has been accepted on this _____ day of _____ of 20 _____.

LANDLORD

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT

TENANT