

PEST ADDENDUM

This is an addendum to the lease agreement dated _____, as renewed or extended ("Lease") between _____ ("Landlord") and _____ ("Tenant"), for the property located at _____ ("Property").

Due to the re-emergence of pests commonly referred to as bed bugs, including Cimex Lecturtartus, and other pests, including but not limited to roaches, mites, fleas, etc. (individually or collectively, "Pest", "Pests" or "Pest Infestation"), through the United States, Tenant and Landlords agree as follows:

- 1 To the best of Landlord's knowledge, the Property is free of, and there are no signs indicating, any Pest Infestation.
- 2 Tenant represents and warrants Tenant's furnishings, possessions and personal property are free and clear of Pests.
- 3 Tenant acknowledges and confirms that after 7 days after moving to the Property there is no Pest Infestation on the Property, and that the Property was and is free and clear of Pest Infestation when Tenant took possession of the Property.
- 4 Tenant agrees to be financially responsible for the eradication of any Pest Infestation at any time during the lease term, including as renewed or extended, including if Pest Infestation spreads from the Property to other properties, eradication of pests from those other properties.
- 5 Tenant agrees to defend, indemnify and hold Landlord harmless from any actions, claims, losses, damages, and expenses, including but not limited to, attorney's fees, court costs, and Pest Infestation and pest control eradication expenses that Landlord incurs as a result of Pest Infestation on the Property.
- 6 Tenant agrees that Landlord is not liable for Tenant's or Tenant's guests' loss of personal property as a result of any Pest Infestation.
- 7 Tenant agrees to immediately report in writing any signs of a Pest Infestation to Landlord.
- 8 Landlord will determine the treatment for Pest eradication that will be used, and pick the vendor for the Pest eradication, in Landlord's sole discretion. Tenant consents to the Landlord's choice of treatment method and vendor to treat the Pest Infestation. Tenant agrees that Landlord's actual cost for eradication of Pest Infestation as determined by Landlord are reasonable, and Tenant will pay directly or reimburse Landlord for Landlord's actual costs for eradication of Pest Infestation. All costs for eradication of Pest Infestation will be added as additional rent under the Lease, and any payments made on the Lease will be applied first to unpaid costs for eradication of Pest Infestation.
- 9 Tenant agrees to the following to prevent a possible Pest Infestation, and to perform the following actions, continue until treatment is complete, if a Pest Infestation occurs:
 - a. to inspect all personal property, clothing and luggage after traveling for signs of Pest Infestation before returning to the Property.
 - b. to require Tenant's guests to inspect all personal belongings before entering the Property.

Pest Lease Addendum

- By signing this addendum, Tenant agrees and confirms that Tenant has read and understands Tenant's responsibility with regard to any possible or actual Pest Infestation, and agrees to abide by this addendum.