

PEST ADDENDUM

This agreement is an addendum to the lease agreement dated _____ between the landlord and the tenant for the premises located at _____. The parties hereby acknowledge that Arizona is located in a desert and, as such, there are many pests that thrive in the desert and some that arrive from other areas. Both parties hereby acknowledge that they each have independent duties to help control pest issues and that each party must work with the other party to address these issues in a timely manner to avoid pest infestations. The use of the word "pest" includes, but is not limited to: roaches, bedbugs, ants, scorpions, spiders, mice, and rats.

Obligations of the Landlord: The landlord agrees to inspect the unit prior to renting the unit 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 unit and reported by the tenant, the 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 the tenant and/or their guest 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.

Obligations of the Tenant: The tenant agrees to take reasonable steps to prevent, control and report any signs of pests within **two** days. Notification shall constitute Tenant's permission for the Landlord to enter the unit to inspect. Both parties agrees that because a pest issue needs immediate attention, the parties agree that the Landlord shall provide a 48 written notice delivered either to the Tenant, to the door or electronically to the Tenant. Tenant agrees to visually inspect for signs of pests routinely, including after they have visited another home or a hotel, all of their shoes, clothing and luggage. Tenant agrees to prepare their unit for treatment and 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. Tenant agrees that they will not knowingly or negligently bring any items into the unit 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 the Tenant does not have the unit 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 and may result in an eviction action and/or a claim for the damages incurred by landlord.

Bedbugs: If bedbugs are discovered in the unit or in a surrounding unit, 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 unit 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: The tenant acknowledges that the Owner is not an insurer of tenant's property and is encouraged to have insurance to cover any losses. 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. Owner 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.

By signing below, the undersigned acknowledge and agree to the above addendums. All occupants over the age of 18 must sign this Addendum. Failure to execute and return the Addendum will constitute a material breach of the Lease.

_____ Date: _____
Tenant

_____ Date: _____
Owner/Agent

_____ Date: _____
Tenant