

## PEST CONTROL ADDENDUM

THIS ADDENDUM was made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter referred to as "Landlord" and \_\_\_\_\_, hereinafter referred to as "Tenants", and it is hereby agreed to as follows:

1. That the Tenant has been notified that execution of this addendum waives the Landlord obligation to maintain the premises in accordance with Florida Statutes 83.51 (2) (a) (1) regarding the extermination of rats, mice, roaches, ants, wood destroying organisms and bed bugs. The tenant agrees that this writing hereby shifts the obligations for the extermination of such pests to the tenant and tenants accept such obligation.

2. That in the event it comes to the Landlord's attention that the Tenant is not fulfilling his obligation to exterminate pests, the Landlord may give a Seven Day Notice to Cure requiring proof of extermination, acceptable to the Landlord.

3. That the Landlord shall have the opportunity with reasonable notice to gain access pursuant to Florida Statute 83.53 to determine if such extermination has been completed to the satisfaction of the Landlord. That if such extermination has not been completed to the satisfaction of the Landlord, the Landlord shall have the right to enter the premises in accordance with Florida Statutes 83.53 to provide its own extermination services.

4. That denial of access to the dwelling unit by the Tenant to provide such service or to verify the satisfactory completion of such services shall be considered a material breach of the contract making the Tenant liable for such breach and that if such conduct is not cured after the service of the Seven Day Notice to Cure, the contract can be terminated with a Seven Day Notice to Vacate.

5. That the Tenant waives his right to alleged Landlord's Non-Compliance in accordance with Florida Statute 83.51 (2) (a) (1) in any suit for non-payment of rent or for cause if he has denied access pursuant to this Addendum.

6. That within fifteen (15) days of signing this addendum, the Tenant shall provide to the Landlord a copy of a contract with an alternate pest exterminating company which shall provide for monthly extermination of pests. If the Tenant fails to produce such contract within fifteen days, Tenant shall be considered in material breach of the contract making the Tenant liable for such breach. If said contract is not delivered after the service of a Seven Day Notice to Cure, the contract can be terminated with a Seven Day Notice to Vacate.

\_\_\_\_\_  
Authorized Agent for Landlord

\_\_\_\_\_  
Tenant

Date: \_\_\_\_\_

\_\_\_\_\_  
Tenant