

PEST CONTROL ADDENDUM

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

1. That the Tenant has been notified that execution of this Addendum waives the Landlord's obligation to maintain the premises in accordance with Florida Statute 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 obligation for the extermination of such pests to the Tenant and Tenant accepts 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 the Tenant to exterminate pests on the premises.

3. That the Landlord shall have the opportunity to gain access pursuant to Florida Statute 83.53 to determine if such extermination has been completed to the satisfaction of the Landlord. If such extermination has not been completed to the Landlord's satisfaction, the Landlord shall have the right to immediately terminate the lease pursuant to Florida Statute 83.56(2)(a).

4. That the denial of access to the dwelling unit by the Tenant to inspect the premises as provided in this Addendum shall be considered a material breach of the lease agreement. The Landlord will have the right to send notice to the Tenant pursuant to Florida Statute 83.56(2)(b) demanding access to the unit. Failure to abide such notice shall result in the termination of the lease agreement pursuant to Florida Statute 83.56(2)(a).

5. That the Tenant waives the right to allege the Landlord's non-compliance with Florida Statute 83.51(2)(a)(1) in any civil suit, including any suit filed by the Landlord against the Tenant for possession of the premises.

6. That within fifteen (15) days of signing this Addendum, the Tenant shall provide to the Landlord with a copy of a contract with an alternative pest exterminating company which shall provide for month extermination of pests in the apartment at the expense of the Tenant. Failure to do so shall be considered a material breach of the lease agreement and the Landlord shall have the right to demand a copy of the contract pursuant to Florida Statute 83.56(2)(b), followed by a termination of the lease agreement pursuant to Florida Statute 83.56(2)(a) if the noncompliance is not cured.

Authorized Agent for Landlord

Tenant

Tenant