

PEST CONTROL ADDENDUM

This is an Addendum to the Lease dated _____ (the "Lease"), by and between _____ (hereinafter "Owner") of the Apartment Community known as _____, and _____, _____, _____, _____, (collectively hereinafter "Resident"), for the premises known as _____, _____, _____, Colorado _____, County of _____, State of Colorado ("Premises" or "Apartment"). Resident and Owner agree as follows:

1. If Resident fails to report any pest infestation and/or problems with the Premises within seven (7) days of move-in, Resident acknowledges that the Premises are acceptable, in good condition, and pest free.
2. Resident agrees that Resident's violation of this Addendum constitutes a material breach of this Addendum and the Lease. Owner shall have all remedies for breach of this Addendum, set forth in the Lease and at law, including eviction. Proof of violation of this Addendum shall be by a preponderance of the evidence.
3. Resident agrees that it is in Resident's best interest and the best interest of the apartment community to fully cooperate with Owner's pest control efforts. Resident agrees to fully cooperate with Owner or Owner's qualified inspector to eradicate pests. Resident's full cooperation includes, but is not limited to, immediately reporting in writing pest infestation to the Owner (Resident must send any electronic statutorily required notices to Landlord at _____, making the Premises available for entry to complete pest inspection and eradication treatment(s), completing all required pre-treatment activities, evacuating the premises during and after treatment for the required time frame, if any, completing all required post-treatment activities, and immediately reporting in writing ineffective treatment or re-infestations to the Owner.
4. Resident may request reasonable extermination services at any time. All requests must be in writing. Owner may enter Resident's unit to inspect for pests or for pest control related matters. If practical, Owner will notify Resident in advance of each pest inspection, including providing a preparation sheet. Notification is presumed received if Owner hands the notice and instructions directly to Resident or if Owner posts the notice and instructions to Resident's unit. Resident acknowledges that under some circumstances immediate action may be necessary to control pests, and Owner is not required to provide Resident advance notice if circumstances require immediate action.
5. If Resident promptly notifies Owner and cooperates with Owner and/or Owner's pest control company and the unit is either re-infested or the initial treatment is ineffective, Owner will promptly schedule re-inspection and re-treatment at no cost to Resident. If Resident is not fully prepared for the treatment, Resident agrees to pay \$ _____. (If no amount is filled in, Resident shall be billed for the actual cost of

service.) If Resident fails to cooperate fully with any pest treatment plan and the unit is either re-infested or the initial treatment is ineffective, Resident agrees to pay all costs of all subsequent treatments, as well as the cost of treatments due to any spread of the infestation to additional units, and all of Owner's consequential damages caused by any infestation spread due to Resident's failure to cooperate.

6. Bed bugs are a common problem throughout society. A surge in global travel and mobility, combined with changes in pesticide use, including the banning of DDT created optimal conditions for the revival of bed bugs, which had been virtually dormant since World War II. Exterminators have treated maternity wards, five-star hotels, movie theaters, banks, private schools, apartment communities, private homes, and countless other places. Accordingly, nearly every apartment community, including this one, has or will experience some level of bed bug infestation. Owner is not liable to Resident for any damages caused by pests including, but not limited to, replacement or cleaning of personal property, medications, or medical expenses. Owner is not responsible for any damage done to Resident's unit or personal items during pest control inspections or treatments. After any infestation and inspection, Owner or Owner's Qualified Inspector may require Resident to professionally treat any affected personal property, or to remove such property from the Premises if it cannot be effectively treated.

7. Resident represents and warrants that Resident's current and previous residences were bed bug free, that Resident's personal property does not contain any bed bugs, and that Resident is unaware of being exposed to any circumstances where bed bugs were present. Resident's current and previous residences include any apartment (including the building in which the apartment is located), home, or other dwelling Resident resided. Resident's personal property is all of Resident's personal property including but not limited to clothing, linen, and furniture.

Resident's initials: _____

Community's Signature: _____

Alternatively:

If Resident cannot make the representations and warranties set forth above, Resident makes the following disclosures regarding Resident's exposure to bed bugs:

(If more room is necessary attach sheet)

With respect to Resident's previous exposure to bed bugs, Resident represents and warrants that all of Resident's personal property has been inspected, professionally treated if warranted, and that no bed bugs are present in Resident's personal property. If Resident has been exposed to bed bugs, Resident shall provide or authorize Owner to obtain for review documentation regarding such exposure, and shall upon request make all of Resident's personal property available for inspection to confirm the absence of bed bugs.

Resident's initials: _____

Community's Signature: _____

