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[www.PensacolaRealtyMasters.com](http://www.PensacolaRealtyMasters.com)

**TENANTS :** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**PROPERTY:** \_\_\_\_\_

**LEASE START DATE:** \_\_\_\_\_

**MONTHLY RENT: \$** \_\_\_\_\_

**SECURITY DEPOSIT DUE TODAY (CERTIFIED): \$** \_\_\_\_\_

**ADMIN FEE (CERTIFIED): \$** \_\_\_\_\_

**NON-REFUNDABLE PET FEE (CERTIFIED FUNDS): \$** \_\_\_\_\_

**REFUNDABLE PET DEPOSIT (CERTIFIED FUNDS): \$** \_\_\_\_\_

**AMOUNT DUE AT LEASE START (CERTIFIED FUNDS): \$** \_\_\_\_\_

**PRO-RATED AMOUNT DUE ON:** \_\_\_\_\_

**PRO-RATED AMOUNT: \$** \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ TENANT 1

\_\_\_\_\_ TENANT 2

\_\_\_\_\_ TENANT 3

\_\_\_\_\_ TENANT 4

Tenant Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_  
Tenant Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

## **ADDITIONAL STIPULATIONS**

THE FOLLOWING STIPULATIONS for that Residential Lease dated \_\_\_\_\_ for the property located at \_\_\_\_\_, FL \_\_\_\_\_ (hereinafter referred to as "PREMISES") are agreed to and made a part of the lease agreement and shall bind the TENANT(S), TENANT'S heirs, estate, or legally appointed representatives, (hereinafter referred to collectively as "TENANT(S)") and OWNERS and/ or AGENT, hereinafter referred to as "LANDLORD".

\_\_\_\_\_ (Initial) **PRIVACY NOTICE FROM REALTY MASTERS OF FL**

As a Real Estate and Property Management Company, we have always protected your right to privacy. Like all providers of personal financial services, we are now required by law to inform you of our policies regarding privacy of your information.

**1. Types of Nonpublic Personal Information We Collect**

We collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization.

**2. Parties to Whom We Disclose Information**

For current and former tenants, we do not disclose any nonpublic personal information obtained in the course of our practice except as required or permitted by law. Permitted disclosures include, for instance, providing information to our employees, and in limited situations, to our affiliates or unrelated third parties who need to know that information to assist us in providing services to you. In all such situations, we stress the confidential nature of information being shared.

**3. Protecting the Confidentiality and Security of Current and Former Clients' Information**

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards. Please call if you have any questions, because your privacy, our professional ethics, and the ability to provide you with quality financial services are very important to us.

\_\_\_\_\_ (Initial) **FORECLOSURE INFORMATION TO TENANT**

1. BROKER, MANAGER, AGENT, EMPLOYEES AND ASSIGNS, HEREINAFTER "AGENT" makes no guarantees to TENANT that the premises are not in pre-foreclosure, foreclosure or may be subject to a foreclosure action before or during the tenancy. AGENT makes no representations that the OWNER is current on his financial obligations regarding the premises. TENANT understands and agrees that in the event a legal action for foreclosure is instituted against the property OWNER, TENANT may be subject to vacating the premises prior to the lease expiration. TENANT understands that the foreclosure process can take a few months to more than one year. TENANT understands that often the foreclosure is stopped, the foreclosure may be dismissed, or the property may sell prior to foreclosure. In the event the property sells prior to foreclosure, TENANT'S rights under the lease may be terminated by the purchaser. In the event the foreclosure proceeding results in a Certificate of Title being issued, TENANTS understand that, if the purchaser provides notice as required by Section 83.561, Florida Statutes, TENANTS may remain in possession of the property for thirty (30) days after such notice is given.
2. TENANT agrees to hold harmless the OWNER, the OWNER'S AGENT, its agents, employees, assigns, successors and heirs, should the TENANT incur moving expenses and/or other expenses or losses relating to moving and/or vacating the subject property in the event of any foreclosure.
3. TENANT agrees that in the event a foreclosure action is, was or will be filed against, the OWNER, TENANT shall continue to pay rent to OWNER or AGENT as per the lease agreement, and the foreclosure action against the OWNER shall not allow the TENANT to withhold rent or fail to pay the rent as required by the Lease Agreement.

Tenant Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_  
Tenant Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

\_\_\_\_\_ (Initial) **ACCESS TO ATTIC AND CRAWL SPACE IN ATTIC IS PROHIBITED:**

The parties acknowledge that there is an attic and crawl space in the attic that is accessible to TENANT(S). TENANT(S) hereby acknowledge and agree that TENANT(S), authorized occupants and any guests, invitees, or relatives shall not access the attic or crawl space in the attic while residing in the PREMISES.

\_\_\_\_\_ (Initial) **SMOKE DETECTORS & FIRE EXTINGUISHERS:**

I (We) do hereby acknowledge receipt of \_\_\_\_\_ smoke detection device(s), \_\_\_\_\_ fire extinguisher(s), and \_\_\_\_\_ carbon monoxide detector(s).

1. **REPAIR.** I / (We) agree that it is our duty to regularly test the smoke detector(s) and/or fire extinguisher(s) and agree to notify owner or agent immediately in writing of any problem, defect, malfunction or failure of the smoke detector(s) and/or fire extinguisher(s). Owner shall repair or replace the smoke detector(s) and/or fire extinguisher(s), assuming the availability of labor and materials in the event we notify owner or agent in writing of any defect.
2. **MAINTENANCE.** I / (We) agree to replace the smoke detector(s) battery, if any, at any time the existing battery becomes unserviceable.
3. **REPLACEMENT.** I / (We) agree to reimburse owner or agent upon request, for the cost of a new smoke detector(s) and/or fire extinguisher(s) and the installation thereof in the event the existing smoke detector(s) and/or fire extinguisher(s) becomes damaged by me, my guests or invitees.
4. **DISCLAIMER.** I / (We) acknowledge and agree that owner or agent is not the operator, manufacturer, distributor, retailer or supplier of the smoke detector(s) and/or fire extinguisher(s) I / (We) assume full and complete responsibility for all risk and hazards attributable to, connected with or in any way related to the operation, malfunction or failure of the smoke detector(s) and/or fire extinguisher(s), regardless of whether such malfunction or failure is attributable to connected with, or in any way related to the use, operation, manufacture distribution, repair, servicing or installation of said smoke detector(s) and/or fire extinguisher(s). No representation, warranties, undertakings or promises, whether oral or implied, or otherwise, have been made by owner, its agents or employees to me regarding said smoke detector(s) and/or fire extinguisher(s), or the alleged performance of the same, owner or agent neither makes nor adopts any warranty of any nature regarding said smoke detector(s) and/or fire extinguisher(s) and expressly disclaims all warranties of fitness for a particular purpose, of habitability, or any and all other expressed or implied warranties, and disclaims any and all liability for damage to property caused by (1) my failure to regularly test the smoke detector(s) and/or fire extinguisher(s); (2) My failure to notify owner or agent of any problem, defect, malfunction, or failure of the smoke detector(s) and/or fire extinguisher(s); (3) theft of the smoke detector(s) and/or fire extinguisher(s) or its serviceable battery; and/or (4) false alarms produced by the smoke detector(s).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ TENANT 1

\_\_\_\_\_ TENANT 2

\_\_\_\_\_ TENANT 3

\_\_\_\_\_ TENANT 4

\_\_\_\_\_ AGENT OR LANDLORD

Tenant Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_  
Tenant Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

## **MOLD ADDENDUM TO LEASE**

**THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN \_\_\_\_\_ (OWNER OR AGENT) AND \_\_\_\_\_ (TENANTS) FOR THE PREMISES LOCATED AT \_\_\_\_\_.**

**MOLD:** Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all molds are readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth.

**CLIMATE CONTROL:** Tenant(s) agree to use all air-conditioning, if provided, in a reasonable manner and use heating systems in moderation and to keep the premises properly ventilated by periodically opening windows to allow circulation of fresh air during dry weather only. Owner or agent recommends that air conditioning is used at all times if unit has air conditioning.

### **TENANT(S) AGREE TO:**

- **Keep the premises clean and regularly dust, vacuum and mop.**
- Use hood vents when cooking, cleaning and dishwashing
- Keep closet doors ajar
- Avoid excessive amounts of indoor plants
- Use exhaust fan or crack windows when bathing / showering and leave on for a sufficient amount of time to remove moisture
- Use ceiling fans if present
- Water all indoor plants outdoors
- Wipe down any moisture or spills
- Wipe down bathroom walls and fixtures after bathing/showering
- Wipe down any vanities/sink tops
- Dry dishes before putting away
- Not hang-dry clothes indoors
- Open blinds/curtains to allow light into premises
- Wipe down floors if any water spillage
- Hang shower curtains inside bathtub when showering
- Securely close shower doors if present
- Leave bathroom and shower doors open after use
- Use dryer if present for wet towels
- Use household cleaners on any hard surfaces
- Remove any moldy or rotting food
- Remove garbage regularly
- Wipe down any and all visible moisture
- Wipe down windows and sills if moisture present
- Check all washer hoses
- Regularly empty dehumidifier if used

### **TENANT(S) SHALL REPORT IN WRITING**

- **Visible or suspected mold**
- All a/c or heating problems or spillage
- Plant watering overflows
- Musty odors, shower/ bath/ sink/ toilet overflows
- Leaky faucets, plumbing, pet urine accidents
- Discoloration of walls, baseboards, doors, window frames, ceiling
- Moldy clothing, refrigerator and a/c drip pan overflows
- Moisture dripping from or around any vents a/c condenser lines
- Loose, missing or failing grout or caulk around tubs, showers, sinks faucets, countertops, clothes dryer vent leaks
- Any and all moisture

**SMALL AREAS OF MOLD:** If mold has occurred on a small non-porous surface such as ceramic tile, formica, vinyl flooring, metal or plastic and the mold is not due to an ongoing leak or moisture problem, tenant agrees to clean the areas with soap (or detergent) and a small amount of water, let the surface dry, and then within 24 hours, apply a non staining cleaner such as Lysol Disinfectant, Pine-Sol Disinfectant (original pine-scented), Tilex Mildew Remover, or Clorox Cleanup.

Tenant Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_  
Tenant Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

**TERMINATION OF TENANCY:** Owner or agent reserves the right to terminate the tenancy and TENANT(S) agree to vacate the premises in the event owner or agent in its sole judgment feels that either there is mold or mildew present in the dwelling unit which may pose a safety or health hazard to TENANT(S) or other persons and/or TENANT(S) actions or inactions are causing a condition which is conducive to mold growth.

**INSPECTIONS:** TENANT(S) agrees that Owner or agent may conduct inspections of the unit at any time with reasonable notice.

**VIOLATION OF ADDENDUM: IF TENANT(S) FAIL TO COMPLY WITH THIS ADDENDUM, Tenant(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes but is not limited to Tenant(s) failure to notify Owner or Agent of any mold, mildew or moisture problems immediately IN WRITING. Violation shall be deemed a material violation under the terms of the Lease, and owner, or agent shall be entitled to exercise all rights and remedies it possesses against TENANT(S) at law or in equity and TENANT(S) shall be liable to Owner for damages sustained to the Leased Premises. TENANT(S) shall hold Owner and agent harmless for damage or injury to person or property as a result of TENANT(S) failure to comply with the terms of this addendum.**

**PARTIES:** THIS ADDENDUM IS BETWEEN THE TENANT(S) AND OWNER. THIS ADDENDUM IS IN ADDITION TO AND MADE PART OF THE LEASE AGREEMENT AND IN THE EVENT THERE IS ANY CONFLICT BETWEEN THE LEASE AND THIS ADDENDUM, THE PROVISIONS OF THIS ADDENDUM SHALL GOVERN.

Dated this \_\_\_\_ day of \_\_\_\_, 20 \_\_\_\_.

_____ TENANT 1	_____ TENANT 2
_____ TENANT 3	_____ TENANT 4
_____ AGENT OR LANDLORD	

Tenant Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_  
Tenant Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

## **ADDENDUM AS TO USE OF FIREPLACES, STOVES, FIRE PITS, AND CANDLES AND HOLD HARMLESS**

THIS AGREEMENT entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between \_\_\_\_\_ (hereinafter "OWNER" and who is the owner(s) of that real property located at \_\_\_\_\_ (hereinafter "SUBJECT PROPERTY") and \_\_\_\_\_, (hereinafter "TENANT") as follows:

1. TENANT understands and agrees that the use of a fireplace, stove, fire pit, whether wood burning, gas burning, candle or any other kind of burning device with open flames, shall be at TENANT'S own risk. TENANT fully understands that the use of any of these kinds of devices is a source of danger because of the fire but also because of the potential to produce poor air quality. Any of these devices must be operated in accordance with the manufacturer's instructions and in a safe manner at all times.
  
2. All outdoor devices shall be used in an open area of the yard or property, free of overhanging trees and not under any roof lines of any kind, not near or against any building or structure or near flammable or combustible materials. Hot coals resulting from an outside fire pit or other device shall be soaked in cold water each time TENANT is done using the fire pit or other open flame device. Whenever possible, a screen shall be used to cover any open fire.
  
3. TENANT shall have a garden hose or fire extinguisher nearby when using any of these devices.
  
4. TENANT further agrees to protect, indemnify, and save OWNER and OWNER'S AGENT, employees and representatives, harmless from and against, any and all liabilities, losses, damages, costs, expenses (including all reasonable attorneys' fees and expenses of OWNER and AGENT), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from any injury to, or the death of, any person, or any damage to the SUBJECT PROPERTY, including but not limited to ash or soot removal or cleaning, or upon adjoining sidewalks, streets, or ways, or in any manner growing out of or connected with the use, or non-use of a fireplace, stove, or fire pit, whether wood burning, gas burning, candle or any other kind of burning device with open flames.
  
5. TENANT understands that the use of a fireplace, stove, or fire pit, whether wood burning, gas burning, candle or any other kind of burning device with open flames, is an amenity, and that the use of any of these amenities is not guaranteed under the terms of the Lease Agreement. Any interruption, termination, or non-availability of such use will not violate any terms of the Lease Agreement. LANDLORD OR LANDLORD'S AGENT can terminate use of such amenity at any time during the term of the Lease Agreement.
  
6. TENANT shall immediately notify the LANDLORD OR LANDLORD'S AGENT, of any needed repair that may be required to the fireplace, stove, or fire pit, whether wood burning, gas burning, or any other kind of burning device with open flames, as applicable. Any repairs required because of negligence of the TENANT OR TENANT'S GUEST OR INVITEES shall be at the sole responsibility of the TENANT.
  
7. If the TENANT violates any part of this Addendum, the TENANT shall be in default of the Lease Agreement. In the event of a default, the LANDLORD may initial legal proceedings in accordance with all applicable regulations to evict or have the TENANT removed from the PREMISES; as well as seek judgment against the TENANT for any monies owed to the LANDLORD as a result of the TENANT'S default.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

TENANT 1	TENANT 2
TENANT 3	TENANT 4
AGENT OR LANDLORD	

### **PET ADDENDUM TO LEASE**

Tenant Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_  
 Tenant Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

**THIS ADDENDUM IS AGREED TO AND SHALL BE MADE PART OF THE LEASE AGREEMENT BETWEEN \_\_\_\_\_ (OWNER OR AGENT) AND \_\_\_\_\_ (TENANTS) FOR THE PREMISES LOCATED AT\_\_\_\_\_.**

**I attest that the statement I make on this addendum is true. If at any time during my tenancy I wish to acquire a pet, I must contact my property manager first. Not all properties or owners allow pets, and there are restrictions on pets and pet fees that must be paid for each pet. I understand that if I acquire a pet without prior approval I will be in violation of my lease and will be asked to remove the pet.**

**Pets, include but are not limited to, dogs, cats, exotic animals, rodents, rabbits, guinea pigs, sugar gliders, rats, mice, squirrels, chinchillas, reptiles, birds, fish, hamsters, and turtles.**

**If you are found to have an unauthorized pet(s), you will be charged a flat fee penalty in the amount of \$300.00 for each unauthorized pet. This fee is due whether or not you keep the pet and is in addition to any pet deposit required if owner authorizes the pet.**

\_\_\_\_\_ (Initial) \_\_\_\_\_ **I do not have pets**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_ TENANT 1 \_\_\_\_\_ TENANT 2

\_\_\_\_\_ TENANT 3 \_\_\_\_\_ TENANT 4

\_\_\_\_\_ AGENT OR LANDLORD

\_\_\_\_\_ (Initial) \_\_\_\_\_ **I do have pets**

**DESCRIPTION OF PET(S):**

**Pet #1** Type \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ Weight (lb) \_\_\_\_\_ Name \_\_\_\_\_

**Pet #2** Type \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ Weight (lb) \_\_\_\_\_ Name \_\_\_\_\_

**Pet #3** Type \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ Weight (lb) \_\_\_\_\_ Name \_\_\_\_\_

**Pet #4** Type \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ Weight (lb) \_\_\_\_\_ Name \_\_\_\_\_

Consent is hereby granted to Tenant(s) to keep the described pet(s) on the leased premises, provided the below listed conditions are abided by:

\_\_\_\_\_ A refundable fee of \$ \_\_\_\_\_ is paid by Tenant (s)

**X** A non-refundable fee of \$ \_\_\_\_\_ is paid by Tenant (s)

\_\_\_\_\_ Additional security deposit of \$ \_\_\_\_\_ is paid by Tenant(s). This may be applied by Landlord to any damage or monies owed whether pet related or not.

**ONLY PET(S) SPECIFICALLY DESCRIBED ON THIS AGREEMENT ARE ALLOWED AND SUCH PET MUST BE PRE-APPROVED PRIOR TO BRINGING PET ON THE PREMISES.**

Tenant Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_  
Tenant Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_





**THIS ADDENDUM** to the Residential Lease dated \_\_\_\_ (hereinafter "LEASE") for the property located at \_\_\_\_, FL \_\_\_\_ (hereinafter referred to as "PREMISES") is agreed to and made a part of the LEASE and shall bind the TENANT(S), TENANT'S heirs, estate, or legally appointed representatives, (hereinafter referred to collectively as "TENANT(S)") and LANDLORD and/ or LANDLORD'S AGENT, (hereinafter referred to collectively as "LANDLORD").

1. **INSPECTION.** The PREMISES has not been inspected prior to occupancy by a licensed pest control professional, (hereinafter "Pest Control"). Currently, under Florida law, there is no requirement that the premises be inspected. TENANT, at TENANT'S expense, can have an inspection of the premises performed by an approved third party Pest Control within three (3) days of moving into the PREMISES. LANDLORD shall have a list of approved Pest Control Professionals that may inspect the PREMISES at TENANT'S expense. Failure to have such inspection means that TENANT agrees there is no infestation or presence of bed bugs upon moving in.

2. **NO KNOWN INFESTATION.** LANDLORD represents that it is not aware of any current infestation or presence of bed bugs in the PREMISES.

3. **BEDBUG INFORMATION.** TENANT represents and agrees the he or she is not aware of any infestation or presence of bed bugs in TENANT's current or previous premises, homes, furniture, clothing, luggage, purses, or other personal property and possessions and has fully disclosed to LANDLORD any previous bed bug infestation or issues which TENANT may have experienced or is experiencing and has not been subjected to or living in an environment, PREMISES, or home in which there was a bed bug infestation or presence. TENANT represents that if he or she was previously living in PREMISES with a bug infestation that he or she has had all furniture, clothing, and personal property and belongings professionally and properly cleaned and treated by Pest Control that shall certify such items are free of further infestation. In the event TENANT discloses a previous experience of bed bug infestation, LANDLORD shall have the right to see documentation of the treatment from Pest Control and inspect TENANT's personal property and belongings to confirm the absence of bed bugs.

4. **USED AND DISCARDED ITEMS.** TENANT acknowledges that used, abandoned or discarded furniture, clothing, and personal property can contain bed bugs which may infest the PREMISES and be extremely difficult to control, and the costs associated with treating bed bugs can be expensive. TENANT represents and agrees that he or she shall not allow such property to enter the PREMISES without confirming the absence of bed bugs or having such items properly and professionally cleaned and treated by Pest Control before bringing such items in to the PREMISES. TENANT shall be require to provide proof that any such item has been inspected and or treated by Pest Control.

5. **ACCESS BY LANDLORD AND PEST CONTROL AND TENANT COOPERATION.** TENANT shall allow LANDLORD, maintenance staff and Pest Control to have full access to the PREMISES at reasonable times and hours for inspection, pest control, and treatment of bed bugs if any exist. TENANT and the TENANT's family members, occupants, social guests, and invitees shall cooperate and shall not interfere in any way with inspections or treatments or this shall constitute a material breach of the lease agreement. Upon confirmation of the presence or infestation of bed bugs, TENANT must cooperate and coordinate with LANDLORD and Pest Control to treat and attempt to eliminate the bed bugs. TENANT must follow all directions of LANDLORD and Pest Control to treat the PREMISES. LANDLORD and LANDLORD's Pest Control shall have the right to set all conditions necessary for inspection and treatment of the premises for the presence or infestation of bed bugs. The TENANT is required to remove or destroy personal property that cannot be treated or cleaned in the opinion of LANDLORD or Pest Control and holds LANDLORD and Pest Control harmless for any loss or damages to such personal property.

6. **NOTIFICATIONS BY TENANT.** TENANT shall immediately notify LANDLORD of any conditions or evidence that may indicate the presence of bed bugs in the PREMISES or in any of TENANT's clothing, furniture, and/or other personal property at any time during TENANT's occupancy of the PREMISES. TENANT shall immediately notify LANDLORD of any recurring or unexplained bites, irritations, sores of the skin or body which TENANT believes are occurring from bed bugs or from any condition or pest believed to be within the PREMISES. TENANT shall not try to treat the PREMISES for a bed bug infestation on his own or hire any outside pest control company and acknowledges that LANDLORD has the full right to select its own Pest Control to perform treatments and cleaning of the PREMISES, if necessary. Failure to comply shall constitute a material breach of the LEASE and this Addendum.

7. **METHOD OF TREATMENT.** If the LANDLORD decides to have the PREMISES treated and not terminate the tenancy, LANDLORD along with Pest Control shall have the sole right to select the method of treating the PREMISES or any affected areas. TENANT is responsible to follow all protocols or directions from LANDLORD and/or Pest Control.

Tenant Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_  
Tenant Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

8. **TEMPORARY VACATING.** If TENANT is forced to temporarily vacate the premises and find other temporary accommodations, LANDLORD's only legal responsibility is to abate the rent for the time period TENANT cannot reside in the PREMISES. LANDLORD may choose at its sole option to pay other expenses TENANT may incur but has no legal obligation to do so under Florida law. If TENANT is requested to temporarily vacate, they shall do so within seven (7) days of written notice to TENANT or this shall be considered a material breach of the LEASE and this Addendum. Once TENANT has been advised that the PREMISES is habitable, LANDLORD shall have no further responsibility to abate rent and TENANT shall owe rent and all sums due per the LEASE and any Addenda.

9. **TENANT CAUSED BEDBUG CONDITIONS.** If TENANT or TENANT's family members, occupants, social guests, or invitees are responsible for causing or introducing bed bugs into the PREMISES, TENANT shall be in default of the LEASE, shall be subject to eviction and shall be liable for all rent, damages, cleaning and pest control fees, and other charges related to eliminating the bed bug issue and TENANT shall pay all reasonable costs of cleaning and pest control treatment LANDLORD incurs to remedy the bed bug infestation situation. If LANDLORD must move other adjoining tenants out of their property in order to treat adjoining or neighboring property, then TENANT shall be liable for payment of any lost rental income and other expenses incurred by LANDLORD to relocate the other adjoining tenants and perform pest control treatment to eradicate an infestation in other properties.

10. **NON TENANT CAUSED BEDBUG CONDITIONS.** If in the sole opinion of the LANDLORD and Pest Control TENANT or TENANT's family members, occupants, social guests, or invitees are not responsible for causing or introducing bed bugs into the PREMISES, AT LANDLORD'S OPTION, the LEASE may be terminated and TENANT shall be required to vacate the PREMISES and return possession of the premises to LANDLORD if it is determined by Pest Control that it is not feasible to eradicate the infestation with the TENANT continuing to reside on the premises. LANDLORD shall not be responsible for TENANT's consequential losses if the LEASE is so terminated.

11. **DAMAGES.** Under no circumstances shall LANDLORD or TENANT be liable to each other for punitive damages for breach of contract related to bed bugs.

12. **LEASE TERMINATION.** In the event bed bugs are determined to be in the PREMISES, LANDLORD shall have the right to terminate the tenancy by giving TENANT seven (7) days written notice requiring TENANT to permanently vacate the PREMISES and remove all furniture, clothing, and personal belongings. Any items remaining shall be considered abandoned property. LANDLORD in its sole judgment shall have the right to terminate the tenancy and obtain possession of the PREMISES regardless of who is responsible for causing the infestation or presence of bed bugs. Due to the difficulty of treating and the often repetitive treatments necessary to control the infestation, TENANT must vacate the PREMISES upon such termination. A TENANT who fails to vacate after the lease has been terminated shall be subject to an eviction action. Upon termination, it is TENANT's responsibility to ensure all personal property is properly treated for bedbugs upon vacating.

13. **INVALID OR UNENFORCEABLE PROVISIONS.** If any portion or provision of this addendum is declared to be invalid or unenforceable, then the remaining portions shall be severed and survive and remain enforceable. The court shall interpret and construe the remaining portion of this addendum so as to carry out the intent and effect of the parties.

Dated this \_\_\_\_ day of \_\_\_\_, 20\_\_\_\_.

_____ TENANT 1	_____ TENANT 2
_____ TENANT 3	_____ TENANT 4
_____ AGENT OR LANDLORD	

Tenant Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_  
 Tenant Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_