

EXTERMINATION/INFESTATION

[Sample/Draft Clause or Addendum]

- A. **General Pest Control.** Landlord agrees to provide adequate pest and rodent control, using the services of a licensed pest control company for the control of general pests, such as ants, bees, spiders, earwigs and roaches, unless roaches are caused by the conduct of Tenant, in which case Tenant shall be responsible for all costs of extermination, as set forth in paragraph B below.
- B. **Bed Bugs.** Although the infestation of bed bugs is caused by the conduct of Tenant or its guests, it shall be the responsibility of Landlord to eradicate such an infestation, using the services of a licensed pest control company. However, all costs of such service shall be paid for by Tenant, provided that such infestation may be reasonably attributed to Tenant. In the event that Tenant fails or refuses to remit payment for such services, Tenant expressly authorizes Landlord to apply the deposit toward any such costs, without limiting Landlord's right to seek additional recovery for damages and additional expenses incurred as a result of the infestation, and to initiate eviction proceedings for failure to remit payment in full upon demand.
- C. **Duty to Cooperate.** Tenant agrees to fully cooperate in any and all extermination procedures, preparation requirements, sanitation issues or other such requests. In the event of non cooperation, Tenant expressly agrees to waive any notice or access obligations of Landlord, and expressly authorizes the immediate entry and performance of necessary service at Tenant's expense, and agrees that such non cooperation constitutes a material breach of the lease agreement.
- D. **Limitation of Liability.** Tenant agrees that under no circumstance whatsoever shall Landlord be liable for damages of any nature, whether compensatory, incidental, punitive or statutory, and regardless of the actual amount of such damages for an infestation of bed bugs. Among other things, Landlord has no liability whatsoever for alleged problems with furniture, bedding, clothes or furniture. Nor is Landlord liable for medical process or medications. Under no circumstance shall Landlord be liable for any incidental or consequential damages whatsoever.
- E. **Indemnification.** In the event that Tenant is found to have proximately caused infestation of other units, Tenant shall bear the full cost of treatment for all units, and shall indemnify and reimburse Landlord for any and all such costs advanced, or otherwise incurred, including but not limited to the application of Tenant's deposit.
- F. **Arbitration.** Both Landlord and Tenant agree that any dispute between them involving bed bugs or pest control shall be resolved exclusively through binding arbitration, conducted by the AAA, utilizing an arbitrator with competent knowledge of the pest control industry, the cost for which shall be borne equally between Landlord and Tenant. The only issue to be submitted to the arbitrator shall be whether Landlord made reasonable efforts to retain the competent services of an exterminator. If Landlord did so, judgment shall be rendered in favor of Landlord.

[Note: Always seek the advice of an attorney before utilizing any language in any particular situation and to obtain guidance concerning any court decisions enforcing this provision].