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# DIAMOND FEDERATION LLC

### 15105-D JOHN J DELANEY DR SUITE 183

# CHARLOTTE NC 28277

This addendum covers the additional terms and conditions for the 'Residential Rental Contract'

dated \_\_\_\_\_\_ between D.F. LLC ('Landlord/Agent')

and \_\_\_\_\_ Jaquan A. McDaniel \_\_\_\_\_ ('Tenant').

Our goal is to maintain a high quality living environment for our residents. It is important that we work together to prevent the infestation of bed bugs. While the presence of bedbugs is not always related to cleanliness or housekeeping, good housekeeping will help control the problem. This addendum contains important information for you and sets forth responsibilities for both landlord and tenant.

<u>Prior Infestation</u> – Landlord agrees that we are not aware of any current infestation or presence of bedbugs in the apartment. If there was a prior infestation, it has been professionally treated by a licensed pest control professional.

<u>Infestation during tenancy</u> - Tenant must report any pest infestation and/or problems with the leases premises as soon as it is noticed. This includes but is not limited to bedbugs, roaches, ants, carpenter ants, termites, mice or rats.

Tenant agrees that they are not aware of any bedbug infestation or presence in any of your furniture, clothing or personal property and possession and have fully disclosed to the Landlord of any previous bedbug infestation which you may have experienced.

<u>Duty to report</u>- Tenant must report any signs of bedbugs immediately and in writing. Do not wait. Even a few bedbugs can rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much quicker and less disruptive.

<u>Tenant Cooperation</u> - Tenant and guests of Tenant agree to cooperate with the Landlord in all efforts and course of actions required to erase and control any pest/bedbug infestation. Tenant's full cooperation shall include but is not limited to; immediately reporting any pest infestation including that of bedbugs to the Landlord, and permitting any entry to complete any inspections, pre-treatment and treatment to eliminate any pests and or bedbugs. Tenant understands that evacuating the leased premises during and after treatment for a specified time frame may be necessary. Tenant will follow all directions and perform any critical actions to comply with all the post treatment requirements to keep the leased premises pest free and minimize any re-infestations.

If during the term of your tenancy bed bugs appear in the leased premises and a pest control professional determines that the bedbugs originated in your unit, tenant acknowledges and agrees that all necessary treatments for your apartment and other units that may be affected as a result, as well as any additional costs, expenses and losses will be at the tenants expense.

<u>Indemnification</u> – Under no circumstances shall the Landlord and or agents of the Landlord be held responsible for any of the Tenant's losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation, inspection or treatment. Additionally, Tenant agrees to indemnify and hold harmless the Landlord, its agents and employees from any actions, claims, losses

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damages, and expenses, including, but not limited to attorney's fees that the Landlord may incur as a result of a bedbug infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Landlord.

Failure to promptly report bedbugs, failure to comply with treatment instructions, or any other violations of any other provisions of this Addendum shall be a violation of the Residential lease agreement. Said Violations and breach constitutes grounds for eviction, and/or termination of occupancy, and/or subjects Tenant to all other damages, costs, legal fees and expenses as stated in your lease and/or this Addendum.

DocuSianed by: in

3/30/2018

Tenant Signature

Date

DocuSigned by: Halali k Ladson

Landlord/Agent Signature

3/30/2018

Date