

## BED BUG ADDENDUM

This community has a comprehensive plan of action to follow when we encounter bed bugs in our community. Bed bugs are now a pandemic, not just here in the United States, but around the world. Following a systematic plan will ensure that issues are mitigated quickly and will protect other residents, family members, and guests in the community. Every effort is made to protect residents from the social embarrassment associated with having a bed bug infestation. Because self-treatment poses extreme dangers to residents and family, we require that a licensed pest management professional be engaged to help respond and treat infested apartments. Without full cooperation of the resident, this treatment program will not be successful. We expect residents to cooperate fully in the treatment solution and policies relating to controlling bed bug infestations. Intergraded pest management requires that the resident, landlord and pest management professional work together. Lack of cooperation will result in termination of tenancy.

This Bedbug Addendum (this "Addendum ") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ by and between \_\_\_\_\_ (the Landlord/Property Management Company) and \_\_\_\_\_ (the Resident). This Addendum will acknowledge that all parties are aware of bedbug issues and will cooperate throughout the tenancy to deal with potential issues.

Landlord has inspected the unit and is aware of no bedbug infestation upon move-in on \_\_\_\_\_

Resident(s) claim that all furnishings and personal properties to be moved into the premises are free of bed bugs \_\_\_\_\_ (Resident Initials) (Resident Initials) \_\_\_\_\_ (Resident initials) \_\_\_\_\_ (Resident Initials). Resident(s) hereby agree to prevent and control possible infestation by adhering to the below list of responsibilities for the duration of the tenancy:

1. **Inspection.** Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes, and personal belongings for signs of bedbugs before re-entering your apartment. Check backpacks, shoes, hats, and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.
2. **Duty to Report.** Resident shall report any problems immediately to Owner/ Agent. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units. Manager will then be given access to rental unit for inspection within 24 hours of Resident being given notice.
3. **Mandatory Cooperation.** Tenant shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional will be called in to inspect and eradicate the problem. The pest management professional may provide you with a check list and instructional pamphlet before treatment begins.
4. **Bedbug Treatment.** In the event of a bedbug issue, Resident agrees to execute the "Bedbug Treatment Agreement". In addition, Resident must comply with recommendations and requests from the pest control specialist prior to professional treatment including but not limited to:
  - a. Place all bedding, drapes, curtains and small rugs in plastic bags for transport to laundry or dry cleaners.

b. Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly. Call Management for removal and disposal. Empty dressers, night stands and closets completely. Remove all items from floors and bag all clothing shoes, boxes, toys, etc. Bag and tightly seal washables separately from non-washable items. Used plastic bags must be disposed of properly.

c. Wash all machine-washable bedding, drapes, and clothing, on the hottest water temperature and dry on the highest heat setting. Items that cannot be washed must be taken to a dry cleaner who MUST be informed of the issue. You must safely discard ALL items that cannot be decontaminated.

d. Vacuum all floors, including the inside of closets. Vacuum all furniture including inside drawers and nightstands, mattresses and box springs. Carefully remove vacuum bags, sealing them tightly in plastic and discarding of properly. Use a brush attachment to dislodge eggs.

e. Move furniture to the center of the room so that technicians can easily treat carpet edges where bedbugs congregate, as well as walls and furniture surfaces. Items must be removed from the closets to allow for treatment.

5. **Indemnification.** Resident agrees to indemnify and hold the Landlord/Property Management Company/Agent harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Landlord may incur as a result of the negligence of the Resident(s) or any guest occupying or using the premises.

6. **Property Insurance.** It is acknowledged that the Landlord/Property Management Company/ Agent shall not be liable for any loss of personal property to the Resident, as a result of an infestation of bedbugs. Resident agrees to obtain personal property insurance to cover such losses.

7. **Default.** Any Default of this Addendum or of the Lease by Resident shall entitle Landlord to pursue all rights and remedies available under this Addendum, the Lease, or applicable law including, but not limited to, terminating the Resident's right to possession of the premises for material non-compliance. The following will be considered material non-compliance of the Lease and Addendum:

a. Any misrepresentation by the Resident in this Addendum.

b. Refusal to execute the Bedbug Treatment Agreement.

c. Failure to properly notify the landlord of the presence of bedbugs.

d. Failure to adequately prepare for treatment in the sole discretion of the pest control professional.

e. Refusal to allow the Landlord to inspect the premises.

f. Failure of the Resident to have personal property insurance to cover damage or losses to furniture.

g. Any action that prevents treatment of the Unit or potentially exasperates or increases the bedbug issue.

8. **Conflicts.** To the extent that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of this Addendum shall control. By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this addendum.

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