

### BED BUG ADDENDUM

Reference is hereby made to a lease or tenancy at will agreement (“Lease”) by and between, the Resident, including all members of Resident’s family or household (“Resident”), and the Landlord. The following additional provisions shall be fully applicable to the Lease and made part thereof as though included within the Lease itself.

It is our goal to maintain the highest quality living environment for our Residents. The Owner/Agent has inspected the unit prior to lease and knows of no bedbug infestation. Residents have an important role in preventing and controlling bed bugs. While the presence of bed bugs is not always related to personal cleanliness or housekeeping, good housekeeping controls the problem by identifying bed bugs, minimizing an infestation, and limiting its spread.

Resident(s) certifies and represent(s) that all furnishings and other personal property that will be moved into the unit are free of bedbugs:

\_\_\_\_\_ Resident Initials                      \_\_\_\_\_ Resident Initials  
\_\_\_\_\_ Resident Initials                      \_\_\_\_\_ Resident Initials

Resident agrees and promises to maintain the premises in a manner that prevents the occurrence of a bedbug infestation in the premises. Resident agrees to uphold this responsibility in part by complying with the following list of responsibilities and obligations, which are herein incorporated into the Lease by reference:

1. Resident shall practice good housekeeping, including the following:
  - a. Resident shall remove clutter. Bedbugs like dark, concealed places, such as in and around piles of clothing, shoes, stuffed animals, laundry, especially under the bed and in closets. Reducing clutter also makes it easier to carry out housekeeping.
  - b. Resident shall keep the unit clean. Vacuum and dust regularly, particularly in the bedroom, especially thorough, around and underneath the bed, drapes, and furniture. Use a brush attachment to vacuum furniture legs, headboard, and in and around the nightstand. While cleaning, look for signs of bedbugs, and report any signs of infestation.
  - c. Used Mattresses/Furniture: Resident shall avoid using secondhand or rental furnishings, especially beds and mattresses. Used items are often infested with bed bugs. If you must use rented or secondhand items, inspect them carefully, and never accept any item that shows signs of bedbugs.
  - d. Discarded/Thrown Away Items: Resident shall not bring discarded items from the curbside into the unit. Usually discarded/thrown away items have bedbugs and that may be the reason for the item being placed at curbside.
  - e. Cover Mattresses/Box Springs: Resident shall cover mattresses and box springs with zippered, vinyl coverings. These are inexpensive, and can prevent bed bugs from getting inside the mattress, their favorite nesting spot. The covers will also prevent any bugs from inside getting out; they will eventually die inside the sealed cover (though this may take many months). Thicker covers will last longer.
  - f. Furniture Arrangement: Resident shall arrange furniture to minimize bed bug hiding places. If possible, keep beds and upholstered furniture several inches away from walls. Bed bugs can jump as far as three inches.
  - g. Resident shall check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and belongings for signs of bedbugs before you enter your apartment. Check backpacks,

shoes, and clothing after visits to friends or family, theaters, or after using public transportation. After guests visit, inspect beds, bedding, and upholstered furniture.

2. Obligation to Report:

- a. Affirmative Obligation: Resident has an affirmative obligation to report any problems, or suspected problems related to bedbugs. Resident shall report problems immediately to the manager, or other Owner/Agent staff. Specifically, Resident shall:
- b. Do not wait. Even a few bugs can rapidly multiply to create a major infestation that can spread from unit to unit.
- c. Report any maintenance needs immediately. Bedbugs like cracks, crevices, holes, and other openings. Request that all openings be sealed to prevent the movement of bed bugs from room to room.
- d. Avoid Cardboard Boxes. Bedbugs and other insects eat the materials that cardboard boxes are made of. Avoid using cardboard storage boxes as much as possible.

3. Resident shall cooperate with pest control efforts. If infestation of Resident's Apartment (or a neighbor's apartment) is reported, a pest management professional will be called in for an evaluation and treatment as necessary. If an infestation is reported promptly, Owner will pay for the cost of evaluation and initial treatment. All bed bug infestation thereafter will be at the expenses of the head of household/ Resident of designated unit.

- a. Infestation: If your unit (or a neighbor's unit) is infested with bedbugs, a pest management professional will be called in to apply pesticides. An especially trained bedbug canine (dog) may come to inspect the unit. If your unit is determined to be infested, the treatment can only be effective if your unit is properly prepared.
- b. Pest Control Company Instructions: Resident must comply with the instructions and recommendations from the pest management professional, including:
  - i. Removing all bedding (bed skirts too), drapes, curtains, and small rugs; bag these items for transport to the laundry or dry cleaner. Heat kills bedbugs.
  - ii. Checking mattresses carefully; those with minimal infestation may be cleaned, encased in vinyl covers, and returned to service. Heavily infested mattresses are not salvageable; seal these in plastic and dispose of them properly.
  - iii. Emptying dresser, night stands, and closets. Remove all items from floors and surfaces. Inspect every item for signs of bed bugs. Using sturdy plastic bags, bag all clothing, shoes, boxes, toys, stored goods, etc. washable and non-washable items separately. Take care not to tear the bags, and seal them well. Used bags must be discarded properly.
  - iv. Vacuuming floors including inside closets. Pay special attention to corners, cracks, and dark places.
  - v. Vacuuming all furniture, including inside drawers and nightstands. Vacuum mattresses, box springs, and upholstered furniture, being sure to remove and vacuum all sides of loose cushions, as well as the undersides of furniture.

- vi. Carefully removing vacuum bags, sealing bags in plastic, and discarding.
  - vii. Cleaning all machine-washable bedding, drapes, clothing, etc. Use the hottest water the machine provides, and dry at highest heat setting. Take other items to the dry cleaner, but be sure to advise the dry cleaner that the items are infested. Discard any items that cannot be decontaminated.
  - viii. Moving furniture toward the center of the room, so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.
4. Resident agrees and understands that failure to report and/ or follow the professional pest control company's instructions may be cause for termination of the tenancy.
5. Failure to Prepare the Unit for Fumigation and Termination of Tenancy:
- a. Resident understands that prior to the pest control treatment; the pest control company will issue a written detailed instruction sheet of how to prepare for the scheduled day of fumigation. If the Resident's unit is not completely prepared as per the written instructions, the fumigation company will not be able to treat Resident's unit and the Owner/Agent will be charged for the non-prepared unit visit. This failure to prepare is a substantial and material breach of this Addendum, and will be cause for termination of the tenancy.

Resident(s) represent(s) that they understand that failure to prepare for fumigation treatment is a substantial and material breach of this Addendum and the Lease, and will be good cause for termination of the tenancy:

_____	Resident Initials	_____	Resident Initials
_____	Resident Initials	_____	Resident Initials

6. Resident agrees to indemnify and hold harmless the Owner/Agent from any actions, claims, losses, damages, and expenses, that the Owner/Agent may sustain or incur as a result of the negligence of the Resident or any guest or other person living in, occupying, or using the premises, to the fullest extent permitted by law.
7. Resident understands that the provisions of this addendum shall apply to the fullest extent permitted by law. The partial or complete individually or unenforceability of any one or more of the provisions shall not affect the validity or continuing force and effect of any other provisions, the failure of either party to insist, at any time, upon the performance of any of the terms, or to exercise any right herein, shall not be constructed as a waiver or relinquishment of such term or right. The term of this addendum shall survive the termination of the Lease Agreement.
8. Resident also understands that if the Lease Agreement is renewed, this Bed Bug Addendum is automatically renewed along with the Lease Agreement without the need to sign a new bed Bug Addendum at each lease renewal.

The undersigned Resident(s) acknowledge(s) having read and understood the forgoing:

_____ Resident Signature	_____ Date Signed
_____ Property Manager	_____ Date Signed

