Bed Bug Addendum

This addendum amends the lease agreement between       and landlord for the dwelling unit known as      .

1. **PURPOSE** - This Addendum modifies the Lease and address situations related to bed bugs (cimex lectularius) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.
2. **INSPECTION** - You agree that you have inspected the dwelling prior to move-in and that you did not observe any evidence of bed bugs or bed bug infestation; OR you will inspect the dwelling within 48-hours after move-in and notify us of any bed bugs or bed bug infestation.
3. **INFESTATIONS** - You agree that you have read the information contained in this addendum about bed bugs and a) you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence. OR b) you agree that if you previously lived anywhere that had a bed bug infestation that all your personal property (including furniture, clothing and other belongings) has been treated by a licensed pest control professional. You agree that such items are free of further infestation. If you disclose a previous experience of bed bug infestation, we can review documentation of the treatment and inspect your personal property and possessions to confirm the absence of bed bugs. You agree that any previous bed bug infestation which you may have experienced is disclosed below:

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1. **ACCESS FOR INSPECTION AND PEST TREATMENT** - You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Agreement. You agree not to treat the dwelling for a bed bug infestation on your own.
2. **NOTIFICATION** - You must promptly notify us: a) of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property. b) of any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs or by any condition or pest you believe is in the dwelling. c) if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.
3. **COOPERATION** - If we confirm the presence or infestation of bed bugs, you must cooperate and coordinate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the dwelling and building that are infested. You must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treated the dwelling. Any items you remove from the dwelling must be disposed of off-site and not in the property's trash receptacles. If we confirm the presence or infestation of bed bugs in your dwelling, we have the right to require you to temporarily vacate the dwelling and remove all furniture, clothing and personal belongings in order for us to perform pest control services. If you fail to cooperate with us, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Agreement.
4. **RESPONSIBILITIES** - You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Agreement, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for court costs and attorney’s fees as called for in the Lease Agreement.
5. **TRANSFERS** - If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated pursuant to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction before such transfer will be granted.

**General Bed Bug Information**

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of
reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color,
although after feeding on the blood of humans and warm-blooded animals--their sole food source--the bugs
assume a distinctly blood-red hue until digestion is complete.

Bed bugs don't discriminate. Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise that bed bugs have repeatedly taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused residents, out of shame, to avoid notifying landlords of their presence. This serves only to enable the spread of bed bugs. While bed bugs are more attracted to clutter, they're certainly not discouraged by cleanliness. Bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease! There exists no scientific evidence that bed bugs carry disease. The U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease carrying pests. Claims associating bed bugs with disease are false.

Identifying bed bugs – Bedbugs can often be found in/around and between: Bedding, mattress seams, upholstered furniture, especially under cushions and along seams, around, behind and under wood furniture, especially along areas where drawers slide, curtains and draperies, along window and door frames, ceiling and wall junctions, between carpeting and walls, inside electronic devices, such as smoke and carbon monoxide detectors, televisions and the like.

Because bed bugs leave some persons with itchy welts like those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs. While bed bugs typically prefer to act at night, they often fail in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it’s common for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling - Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Travelers are encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, to ensure that any uninvited guests are detected before the decision is made to unpack. Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

**Bed Bug Do's and Don’ts:**

* Do not bring used furniture from unknown sources into your dwelling - Countless bed bug infestations have stemmed directly from second-hand or abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, is because it's teeming with bed bugs.
* Do address bed bug sightings immediately – Residents who suspect the presence of bed bugs in their unit must immediately notify the landlord.
* Do not attempt to treat bed bug infestations – Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
* Do comply with eradication protocol – If the determination is made that your unit has bed bugs, you must comply with the bed bug eradication protocol set forth by your landlord.

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Landlord