



National Association of Home Builders

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MULTIFAMILY OWNER'S AND MANAGER'S GUIDE REGARDING BED BUG ISSUES (JANUARY 2012)

Background

On August 16, 2011, the U.S. Department of Housing and Urban Development (HUD) issued guidance on the prevention and control of bed bug infestations in HUD-insured and assisted multifamily housing, outlining the rights and responsibilities of owners and management agents, tenants, and the department. The guidance in Notice H 2011-20 applies to all Multifamily properties with active HUD Insured, HUD-Held or Direct Loans, Section 202 or 811 Capital Advances, Project-based Rental Assistance contracts, and/or HUD Use Agreements.

The notice points out that after a long absence bed bugs are a growing problem throughout the country and are considered a pest of significant public health importance by the Environmental Protection Agency (EPA) and the Centers for Disease Control and Prevention (CDC). In the notice, HUD states that experts suspect the resurgence is associated with greater travel – both domestic and international, lack of knowledge regarding the complex measures needed to prevent and control bed bugs, changes in permitted pesticides, and increased resistance of bed bugs to available chemical treatments.

The recent increase in bedbug infestations has also attracted the attention of Congress, state legislatures, local jurisdictions, and the courts. This would probably not come as any surprise to some multifamily property owners and managers. According to one report, bed bug infestations have been a nightmare for apartment managers. Apartment communities have seen their pest management expenses go from \$30,000 to over \$100,000 in a single year. Dini M. Miller, Ph.D., Department of Entomology, Virginia Tech, *Bed Bug Action Plan for Apartments*, Bed Bug Outreach and Education Program Fact Sheet, Virginia Department of Agriculture and Consumer Services.

For those landlords who fail to understand and comply with their responsibilities to the tenant for bed bugs the result can be costly in both money and reputation. As a result, multifamily property owners and managers would be well advised not only to learn their legal obligations regarding bed bugs and their potential liability for failing to meet those obligations, but to also identify proactive steps to take to help minimize potential liability. The landlord cannot prevent and/or eradicate bed bugs on his/her own, however; sometimes the tenant brings bed bugs into the building, fails to adequately notify the landlord after learning of the presence of bed bugs, or does not cooperate in the treatment and eradication of the bed bugs. The tenant

has responsibilities too and in some cases the tenant may be held financially responsible for failing to comply with pest control efforts.

What Are Bed Bugs?

Bed bugs belong to a family of insects called Cimicidae (*Cimex lectularius*). Adult bed bugs are straw-colored to reddish-brown, ovalbodied, wingless insects. Their upper bodies are crinkly, like paper, and covered with short, golden hairs. Before feeding, they're 1/4–3/8" long. Their appearance changes dramatically after they've fed; they become bloated and dark red and have been described as "animated blood drops." Dr. Jody Gangloff-Kaufmann and Jill Shultz, *Bed Bugs Are back: An IPM Answer*, New York State Integrated Pest Management Program. Bed bugs are very elusive, transient and nocturnal pests – they are not just in beds; they can be live pretty much anywhere. Bed bugs can be detected by bloody welts on human skin as well as blood smears on sheets. People react differently to bed bug bites – some people have no reaction, while others may experience skin rashes or swelling. According to the EPA, bed bugs are *not* known to transmit any diseases to humans. U.S. Environmental Protection Agency, Bed Bug Information <http://www.epa.gov/bedbugs/index.html#biology>

Landlord and Tenant Duties Regarding Bed Bugs

As previously noted, Congress has taken an interest in the bed bug resurgence. On March 9, 2011, Rep. Jean Schmidt (R-OH2), introduced H.R. 967, the Bed Bug Management, Prevention, and Research Act. The Act amends the Food, Agriculture, Conservation, and Trade Act of 1990 to direct the Secretary of Agriculture to: (1) award grants for bed bug management and eradication, (2) appoint a bed bug task force, and (3) award grants for related research projects.

Landlord's Duties

Notwithstanding Congressional interest, the landlord's duties to the tenant regarding bed bugs are generally dependent on local law. Landlord Tenant Law Bulletin, February 2011. Many states and municipalities, under housing codes and health codes, require landlords to ensure the rental premises are free of pests, which may include bedbugs.

At least three statewide laws specifically address the duty of a landlord regarding bedbugs. On April 19, 2011, the Governor of Arizona approved a new law relating to bed bugs A.R.S. §33-1319. The new law requires, in part, that the landlord shall provide bed bug educational materials to existing and new tenants. The landlord is prohibited from entering into a lease agreement with a tenant for a dwelling unit the landlord knows to have a current bedbug infestation. Prior to passage of the Arizona law, Florida and Maine were the only states to expressly address the landlord's duties to a tenant regarding bed bugs. In Florida, unless otherwise agreed in writing, the landlord of a dwelling unit other than a single-family home or duplex shall, at all times during the tenancy, make reasonable provisions for ... the extermination of ... bed bugs. See Fla. Stat. Ann. §83.51. This section further mandates that when vacation of the premises is required for such extermination, the landlord shall not be liable for damages but shall abate the rent. In Maine, pursuant to Title 14 M.R.S.A. §6021-A, if a landlord receives either written or oral notice from a tenant that a dwelling unit may have a bedbug infestation, the landlord must conduct an inspection within five days. If it is determined

that an infestation of bedbugs does exist, the landlord has ten days to contact a pest control agent. The landlord is required to “take reasonable measures to effectively identify and treat the bedbug infestation” through a pest control agent who carries liability insurance. The landlord may not rent a unit that the landlord knew or should have known is infested with bedbugs.

In the absence of a statewide law regarding bed bugs, a city, town, or local municipality might have its own bed bug requirements. For example, in Stamford, Connecticut, a tenant who has bed bugs is advised to bring the bed bug to the Health Department for identification. After identification of the bed bug is confirmed by an inspection, an order to exterminate will be sent to the landlord. For buildings with fewer than 4 units the whole building must be exterminated. For buildings with more than 4 units the units surrounding the complaint must be exterminated. The landlord is charged with providing the Health Department with a copy of the Connecticut Licensed Exterminator’s Report indicating the bed bug infestation has been eliminated.

In most, if not all, states, a landlord has an obligation to maintain the premises in habitable condition. For example, New York imposes a warranty of habitability on a landlord that requires landlords of residential premises to: (1) make repairs, (2) keep the premises fit for human habitation and for the uses reasonably intended by the parties, and (3) keep the premises free from conditions that would be dangerous, hazardous or detrimental to the life, health or safety of the tenants. N.Y. Real Property Law § 235-b. This warranty extends to bed bugs. See Ludlow Properties, LLC v. Young, 780 N.Y.S.2d 853 (2004) (Infestation of bed bugs at tenant's apartment entitled tenant to a 45% abatement based upon breach of the implied warranty of habitability; infestation impacted or affected tenant's health, safety and welfare and use of the premises). Similarly, in Kolb v. Deville Properties, LLC., 326 S.W.2d 896 (Mo. App. W.D. 2010) a Missouri court found that the landlord breached the implied warranty of habitability where the tenants gave the landlord reasonable notice of bed bug infestation, and the evidence established that the landlord failed to restore the premises to a habitable condition. Although the landlord hired a pest control company to spray the unit, the court found that the landlord had no intention of correcting the bed bug problem as evidenced by its not ordering repeated sprayings of the apartment.

However, the presence of bed bugs in a residential building does not create a presumption that the landlord is negligent. In the New Jersey case of Mitchell v. Capitol Management Corp. involving a large multi-apartment complex the court held that the landlord did not breach its duty of reasonable care merely because bed bugs were found in an apartment. Although a different apartment had a bed bug problem two years prior, there was no evidence of any continuous infestation problem in the apartment complex and when advised of the bed bug problem, the landlord investigated and ordered extermination services promptly. 2010 WL 4074940 N.J. Superior Court of New Jersey, Appellate Division (unpublished decision decided June 17, 2010). An Ohio court reached a similar result in Kenwood Gardens Association, LLC v. Shorter, 2011 WL 3654493 (Ohio Ct. App. 6 Dist., Lucas County 2011) (Tenant’s failed attempt to escrow rent for bed bug problem that the tenant caused, and tenant’s failure to cooperate in subsequent extermination attempts were not justification for tenant’s non-payment of rent).

Tenant's Duties

Notwithstanding the landlord's obligation to maintain the premises in habitable condition, the tenant(s) also has responsibilities to keep the premises free from bed bugs. For example, § 55-248.16 of the Virginia Landlord and Tenant Act provides that tenant shall "Keep that part of the dwelling unit and the part of the premises that he occupies free from insects and pests ... and to promptly notify the landlord of the existence of any insects or pests." The new Arizona law imposes obligations on the tenant as well. Specifically, the tenant shall not knowingly move into a unit that is infested with bedbugs and a tenant who learns of the presence of bed bugs must provide the landlord with written or electronic notification of their presence. In Maine, the tenant is required to comply with all reasonable measures to eliminate and control a bedbug infestation. The "unreasonable failure" to completely comply with the pest control measures may result in the tenant being "financially responsible for all pest control treatments of the dwelling unit." Title 14 M.R.S.A. §6021-A (3) (C). Moreover, in some cases the landlord may not be responsible to the tenant for conditions created or caused by the negligent or wrongful act or omission of the tenant.

Working Cooperatively To help Prevent and/or Eradicate Bed Bugs

Landlords and tenants working together stand a much better chance of preventing bed bug infestation and eradicating the bed bugs that do appear. Setting forth the parties' responsibilities in the lease or a bed bug addendum is good first start. While not all inclusive, the lease or addendum might address the following:

Inspection: In this section, the owner/agent and the resident agree that they have inspected the premises prior to move-in or shortly thereafter and acknowledge that they did not observe any bed bugs. The resident further agrees that all furnishings and personal properties to be moved into the premises are free of bed bugs.

Duty to Report: In this section, the resident agrees to report immediately to the owner/agent any problems, including any discovery that might indicate the presence of bed bugs, and to follow any reporting procedures.

Access: This section sets forth the circumstances under which the resident must give the owner/agent, and when necessary, the pest control professional, access once the resident has notified the owner/agent of the problem, including access for inspection and treatment.

Treatment: This section requires the resident to take certain actions to assist in the eradication of any bed bugs. For example, it might require the resident to follow all guidelines provided by the exterminator or owner/agent for reporting signs of bed bugs, cleaning, and room preparation for extermination. This section might set forth the scope of the owner/agent's duty to exterminate and also give the owner/agent the exclusive right to treat the unit. This section would also notify the resident that he/she might be required to pay for all reasonable costs of cleaning and/or set forth the circumstances under which the resident would be expected to pay for any treatments or related costs or expenses incurred by the owner/agent (for example, if the owner/agent confirms the presence or infestation of bed bugs after the

resident vacates the unit) or any other actions that the owner/agent can take against the resident, including eviction.

Cooperation: This section makes explicit the resident's duty to cooperate and the ways in which the resident is expected to cooperate with the owner/agent to prevent and/or eradicate bed bugs.

Default: This section sets forth the rights and remedies that may be available to the owner/agent should the resident default on his/her responsibilities under the lease or addendum, including indemnification for expenses incurred due to the resident's negligence and termination of the resident's right to possession.

For sample addendums see the following at the end of this paper:

Bed Bug Addendum, Reprinted with permission of the Texas Apartment Association, 1011 San Jacinto Blvd, Suite 600, Austin, TX

Pennsylvania Bed Bug Addendum, Reprinted with permission of Jénel R. Marraccini, Esquire, Cohen & Willwerth, P.C., Southampton, PA

In addition to the lease or addendum, apartment managers must develop a bed bug action plan. Such a plan includes employee education, a community wide awareness program, and a bed bug reporting procedure that the resident agrees to upon signing the lease. The action plan should also include the hiring of an experienced pest management company and the provision of two follow-up inspections/treatments for each infested unit and adjacent units. Dini M. Miller, Ph.D., Department of Entomology, Virginia Tech, *Bed Bug Action Plan for Apartments*, Bed Bug Outreach and Education Program Fact Sheet, Virginia Department of Agriculture and Consumer Services.

Conclusion

Bed bug infestation is a serious issue that requires the attention of multifamily owners and agents. By being proactive and responsive, you can avoid claims or minimize your potential liability.

Resources and Citations

Dini M. Miller, Ph.D., Department of Entomology, Virginia Tech, *Bed Bug Action Plan for Apartments*, Bed Bug Outreach and Education Program Fact Sheet, Virginia Department of Agriculture and Consumer Services - www.vdacs.virginia.gov/pesticides/pdf/files/bb-apt1.pdf

Dr. Jody Gangloff-Kaufmann and Jill Shultz, *Bed Bugs Are back: An IPM Answer*, New York State Integrated Pest Management Program - www.nysipm.cornell.edu/publications/bed_bugs/files/bed_bug.pdf

U.S. Environmental Protection Agency, Bed Bug Information
<http://www.epa.gov/bedbugs/index.html#biology>

City of Stamford Department of Health & Social Services Environmental Inspections Division -
<http://www.cityofstamford.org/content/25/52/140/214/364/402/46183/122223.aspx>

Don't Let Bed Bugs Bite: Guidelines to Help You Solve Bed Bug Problems -
www.michigan.gov/bedbugs

State Bed Bug Laws, National Conference of State Legislatures -
<http://www.ncsl.org/?tabid=22348#me>

DISCLAIMER

This guide was prepared for the educational and informational use of the members of the National Association of Home Builders. It is being provided with the understanding that the author and publisher are not providing legal or other professional advice. The discussions herein are not a substitute for considered professional advice. If specific legal advice or professional assistance is required, the services of a qualified professional should be sought. The information contained herein, including any sample addendums, are also subject to statutory, regulatory or judicial revision. The National Association of Home Builders expressly disclaims any responsibility for any damages arising from the use, application, or reliance on the recommendations and information contained herein.

For more information contact David S. Jaffe, Vice President, Legal Advocacy, Office of the General Counsel at djaffe@nahb.org or at (800) 368-5242, ext. 8317.



Bed Bug Addendum

**SAMPLE ONLY—
NOT VALID
FOR ACTUAL USE**
Date: _____
(when this Addendum is filled out)

Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.

1. **ADDENDUM.** This is an addendum to the Lease Contract executed by you, the resident(s), on the dwelling you have agreed to rent. That dwelling is:
Apt. # _____ at _____

(name of apartments)
or other dwelling located at _____

(street address of house, duplex, etc.)
City/State where dwelling is located _____

2. **PURPOSE.** This Addendum modifies the Lease Contract and addresses 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.

3. **INSPECTION.** You agree that you: (Check one)
 have inspected the dwelling prior to move-in or signing this Addendum and that you did not observe any evidence of bed bugs or bed bug infestation; OR
 will inspect the dwelling within 48 hours after move-in or signing this Addendum and will notify us of any bed bugs or bed bug infestation.

4. **INFESTATIONS.** We are not aware of any current evidence of bed bugs or bed bug infestation in the dwelling.

You agree that you have read the information on the back side of this addendum about bed bugs and: (Check one)

you are not aware of any infestation or presence of bed bugs in your current or previous apartment, 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

you agree that if you previously lived anywhere that had a bed bug infestation that all of 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 here: _____

5. **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. 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 Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

6. **NOTIFICATION.** You must promptly notify us:
• of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
• 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.
• 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.

7. **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 before we treat 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 Contract.

8. **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 in order 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 Contract, 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 holdover rent under the Lease Contract.

9. **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 according 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.

BED BUGS—A Guide for Rental Housing Residents
(Adapted with permission from the National Apartment Association)

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 then that bed bugs have been found time and time again to have 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 rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: 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. In fact, federal agencies tasked with addressing pest of public health concern, namely 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. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

Bed bugs can often be found in, around and between:

- Bedding
- Bed frames
- 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
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors
- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in

succession and on exposed areas of the 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 do not succeed 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 not uncommon 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. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving at their temporary destination to thoroughly inspect their accommodations, so as 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 the introduction into a resident's unit of second-hand and 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, may very well be due to the fact that it's teeming with bed bugs.
- **Do inspect rental furniture for bed bugs before bringing it into your dwelling.** Be sure to check any rented furniture, including mattresses and couches, for the presence of bed bugs before moving it into your dwelling.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **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 is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

You are legally bound by this document. Please read it carefully.

Resident or Residents
(All residents must sign)

Owner or Owner's Representative
(Signs below)

Date of Signing Addendum

You are entitled to receive an original of this Addendum after it is fully signed. Keep it in a safe place.



PENNSYLVANIA BED BUG ADDENDUM

Our goal is to maintain a high quality living environment for you. It is important that we work together to prevent the infestation of bed bugs. While the presence of bed bugs 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 of us.

1. Addendum. This Addendum is incorporated into and made a part of your Lease Agreement (Lease). It modifies your Lease and deals with the difficulties and associated problems when bed bugs are found in an apartment.

2. About Bed Bugs. See Attached Resident's Information Guide.

3. Inspection. The Owner and Resident agree that they each inspected the apartment prior to move-in and did not observe any evidence of bed bugs or a bed bug infestation.

4. Prior Infestation. We represent that we are not aware of a current infestation or presence of bed bugs in the apartment. If there was a prior infestation, it has been professionally treated by a licensed pest control professional.

You represent that: A) you are not aware of any bed bug infestation or presence in any of your furniture, clothing, or personal property and possessions; B) you have fully disclosed to us any previous bed bug infestation which you may have experienced; and

C) if you were previously living in an apartment or home that had a bed bug infestation that you had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by a licensed pest control professional.

5. Access for Infestation and Pest Treatment. You must allow us and our pest control professional access to the apartment at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments in accordance with this Addendum.

6. Duty to Report. **You must report any signs of bed bugs immediately and in writing.** Do not wait. Even a few bugs can rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much quicker and less disruptive than when the infestation is more advanced.

7. Cooperation & Responsibilities. Successful treatment of a bed bug infestation is dependent on your full cooperation. If we confirm the presence of bed bugs, you must cooperate and coordinate with us and our pest control professionals to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. Follow-up treatments or inspections may also be necessary.

You shall not treat the apartment for a bed bug infestation on your own. You acknowledge that we have the full right

to select a licensed pest control professional to perform treatments and cleaning of the apartment and building. If during the term of your tenancy: A) bed bugs appear in the apartment; and B) a pest control professional determines that the bed bugs originated in your unit, you acknowledge and agree that all necessary treatments for your apartment and other units as well as all of our additional costs, expenses and losses will be at your expense.

You acknowledge and agree that if: A) you do not comply with the preparation of the apartment as required by the pest control professional or us; and B) the treatment is unsuccessful because of that, you will also be responsible for subsequent treatments to the apartment and for any treatment to adjoining units that are infested with bed bugs. 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: A) terminate your right of occupancy; B) exercise all rights and remedies under the Lease; and C) obtain immediate possession of the apartment. If you fail to move out after your right of occupancy has been terminated, you will be liable for hold over rent under the Lease.

8. Resident's Representations and Warranties. You acknowledge and understand that you agree to follow all guidelines given to you by our licensed pest control professional.

9. Indemnification. **Under no circumstances shall the Owner and/or Owner's agents and employees be responsible to you for any losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation,**

inspection or treatment. Additionally, you agree to indemnify and hold harmless the Owner, its agents and employees from any actions, claims, losses, damages, or expenses, including, but not limited to, attorney's fees that the Owner may incur as a result of a bed bug infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Owner.

10. Default. Failure to promptly report bed bugs, failure to comply with treatment instructions, or any other violation of any other provision of this Addendum is a material violation and breach of the conditions of your Lease. Said violation and breach constitutes: A) grounds for eviction; B) termination of occupancy, and C) subjects you to all other damages, costs legal fees and expenses as stated in the Lease and/or this Addendum.

11. Severability, Waiver and Survival. The provisions of this Addendum shall apply to the fullest extent permitted by law. The partial or complete invalidity or unenforceability of any one or more of the provisions shall not affect the validity or continuing force and effect of any other provision. The court shall interpret and construe the remaining portion of this Addendum so as to carry out the intent and effect of the parties. 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 construed as a waiver or relinquishment of such term or right. The terms of this Addendum shall survive the termination of the Lease.

The undersigned, intending to be legally bound, acknowledge having read and understood this Addendum and agree to carry out the obligations and responsibilities described herein.

Resident

Owner/Agent

Resident

Cosignor/Guarantor