

BED BUG LEASE ADDENDUM

1. **THE PARTIES.** This Lease Addendum (“Addendum”), made effective as of _____, is by and between:

Landlord: _____ (“Landlord”) and

Tenant: _____ (“Tenant”).

The Landlord and Tenant are each referred to herein as a “Party” and, collectively, as the “Parties.”

2. **ORIGINAL LEASE.** This Addendum is being added to the lease agreement between the Parties, dated _____ (“Original Lease”), for the property located at _____ (“Property”).

3. **INFESTATION HISTORY.** The Landlord acknowledges that: (check one)

- They are not aware of any previous bed bug infestations in the Property.
- Within the past ____ month(s), the Property had a bed bug infestation that has been treated by a licensed pest control professional. The details of the infestation and treatment are as follows:

4. **REPRESENTATIONS.** The Parties acknowledge that:

- (a) The Landlord has inspected the Property and did not observe any evidence indicating the infestation or presence of bed bugs;
- (b) The Tenant is not aware of any evidence indicating the infestation or presence of bed bugs on the Tenant’s personal property; and
- (c) If the Tenant’s previous residence had a beg bug infestation, the Tenant either disposed of or had all personal property professionally and properly cleaned.

5. **NOTICE.** The Tenant agrees to immediately provide notice to the Landlord if:

- (a) The Tenant discovers any signs of bed bugs in the Property or any personal property contained therein; or
- (b) The Tenant discovers any holes, cracks, crevices, or other openings that require maintenance in order to prevent the movement of bed bugs from one room to the other.

6. TREATMENT. The Landlord and Tenant agree to the following conditions regarding bed bug treatment:

(1) If the presence of bed bugs in the Property is confirmed, the Tenant must:

- (a) Allow the Landlord or the Landlord's agents access to the Property at reasonable times;
- (b) Comply and cooperate with all instructions from the Landlord, the Landlord's agents, and any licensed pest control professionals to clean and treat the Property; and
- (c) Remove or destroy personal property that cannot be treated or cleaned, and properly dispose of such property.

(2) All decisions regarding selecting the licensed pest control professional and treatment method will be at the Landlord's discretion.

(3) The Landlord shall bear responsibility and pay all reasonable costs in connection with the inspection, cleaning, and treatment of the Property as a result of the presence of bed bugs in the Property, except if:

- (a) The Tenant is found responsible for the presence of bed bugs in the Property through such determination by licensed pest control professionals or a court evaluating the infestation;
- (b) The Tenant is held otherwise responsible in accordance with state, local, or federal law; or
- (c) The Tenant agrees in writing and without coercion to undertake some or all of the responsibility and reasonable costs in connection with the infestation.

7. LIABILITY. Unless caused by the Landlord, the Landlord shall not be responsible to the Tenant, an occupant, the Tenant's family members, or a guest or invitee of the Tenant for any damages, injuries, or losses to person or property as a result of an infestation of bed bugs.

8. EFFECT ON LEASE. Except as specifically mentioned in this Addendum, all other terms and conditions of the Original Lease shall remain in full force and effect.

9. EXECUTION. This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Landlord Signature: _____ **Date:** _____

Print Name: _____

Tenant Signature: _____ **Date:** _____

Print Name: _____