

**ADDENDUM TO LEASE AGREEMENT  
BED BUG ADDENDUM**

<u>LANDLORD:</u>  _____  _____  _____	<u>TENANT(S):</u>  _____ <u>Premises:</u> _____  occupants: _____
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If there are any conflicting provisions between this Addendum, the lease agreement or any other agreement between the parties, this Addendum shall control. This addendum is entered into in compliance with A.R.S. § 33-1319, and is intended to govern the rights and obligations of Landlord and Tenant as to bed bugs.

Obligations of the Landlord: THE LANDLORD SHALL NOT ENTER INTO ANY LEASE AGREEMENT WITH A TENANT FOR A DWELLING UNIT THAT THE LANDLORD KNOWS TO HAVE A CURRENT BEDBUG INFESTATION. When a unit is known to the Landlord to have bedbugs prior to entry of a lease, Landlord agrees to treat the unit for bedbugs. Upon successful remediation as reasonably determined by the Landlord, the landlord may enter into a lease for the unit. In the event that bed bugs are detected in the unit, and reported proper notice is given by the tenant, the Tenant complies with all of the obligations of this addendum, the Landlord agrees to take all reasonable steps necessary to control or destroy the bedbugs, which may include following the recommended protocol as determined by a licensed pest control service. This requirement in no way limits the landlord's right to use staff to remedy the situation, nor does it relieve the Tenant of liability for the costs to remediate any infestation, or exacerbation thereof, caused by Tenant's act, omission or negligence.

Obligations of the Tenant: BY SIGNING BELOW, TENANT HEREBY REPRESENTS AND AVOWS TO LANDLORD THAT TENANT DOES NOT CURRENTLY HAVE, AND HAS NOT HAD WITHIN THE PREVIOUS SIX (6) MONTHS, A BED BUG INFESTATION. Tenant agrees not to move any items into a unit that the tenant knows, believes or should know that contains bed bugs. The tenant agrees to take reasonable steps to prevent, control and provide notice of any signs of bed bugs within three days of when the bed bugs should have first been recognized by an occupant. Tenant agrees to routinely inspect for signs of pests, including after Tenant has visited another home or a hotel. Tenant agrees to prepare their unit for treatment and comply with all recommendations and requests from management and pest control exterminator prior to the professional treatment including but not limited to: placing all food in properly sealed containers, cleaning the home and all food preparation areas on a daily basis.

Bedbugs: If bedbugs are discovered in the unit or in a surrounding unit, the tenant agrees to comply with additional steps including but not limited to:

1) Placing all bedding, drapes, and rugs in bags to be transported for laundry or dry cleaning. Washing and drying all machine-washable items in the hottest setting. Dry cleaning any items that are not washable and notify the drycleaner of the issue so that proper steps may be taken to remedy the issue.

2) Removing or destroying all infected mattresses in sealed plastic and away from the common trash disposal area. Discard any other items that can not be treated in the same manner.

3) Emptying all closets and furniture from the area during treatment and not returning any of those items until they have been cleared by the pest control exterminator. Following instructions on how to properly clean or destroy any infected items.

4) Deeply vacuum all areas of the unit including but not limited to closets and furniture. Follow instructions on how to properly discard vacuum contents.

5) Move all of the furniture away from the walls and leave access to closet areas.

6) Dispose of personal property, including but not limited to, furniture, clothing or other items that may be infested by bed bugs and their eggs, if deemed necessary, by a pest control exterminator.

7) Any further directions from the pest control exterminator.

In the event of a breach of this addendum by Tenant, Landlord may invoke its legal remedies including but not limited to, holding the tenant liable for the cost of remediation and seeking possession of the premises upon giving 5 day health and safety notice. Conduct that constitutes such a material health and safety breach includes failure to promptly notify Landlord of evidence of any pest infestation, refusal to permit Landlord to enter to inspect for infestation or to perform eradication treatments, and failure to complete all required pre-treatment and post-treatment activities, including a failure to report ineffective treatment or re-infestations

The tenant acknowledges that the Owner is not an insurer of tenant's property and is encouraged to have insurance to cover any losses. Furthermore the tenant agrees to indemnify and hold harmless the Owner and its agents from any claims, including attorney fees, which the tenant may incur as a result of the negligence of the tenant or their guests. Tenant may be liable for failing to comply with this addendum. Owner and its agents shall not be liable to tenant or their guests for any harm as a result of any pest issue other than for the intentional failure to address a pest issue.

By signing below, the undersigned acknowledge and agree to the above addendum.

\_\_\_\_\_  
Landlord (Owner or Property Manager)

by: \_\_\_\_\_ (Print Name)

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.