

B E D B U G A D D E N D U M

LEASE AGREEMENT

This is an Addendum to the Lease Agreement executed on _____, by resident(s) _____, for the dwelling you have agreed to rent. Your dwelling unit number is _____ at _____(name of development) located at _____(street address) in _____.

PURPOSE

This Addendum modifies the Lease Agreement and addresses the situation related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. This addendum contains important information that outlines **YOUR RESPONSIBILITY and POTENTIAL LIABILITY** with regard to bed bugs. FCCHA will rely on the representations made by the resident(s) in this Addendum.

ADDENDUM GOALS

It is our goal to maintain the highest 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. The resident must maintain a clean unit to help reduce the risk of infestation from bed bugs. FCCHA has inspected the unit prior to the new lease and has no knowledge of any infestation of bed bugs.

INSPECTION

You agree that (*check one*):

- You have inspected the dwelling prior to move-in and 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.

INFESTATIONS

You agree that you have read “**Bed Bugs – A Guide for Rental Housing Residents**” on pages 4 – 7 of this Addendum, and (*check one*):

- You are not aware of any infestation or presence of bed bugs in your current or previous apartment(s), 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 personal 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: _____

GOOD HOUSEKEEPING

The resident has an important part in preventing infestations. Even though housekeeping may not always prevent bed bugs it can help reduce the chances and help in the identification of the occurrence.

Residents are encouraged to configure their furniture to help minimize areas where bed bugs like to hide. Keeping furniture away from the walls can help. It is recommended to use zippered covers that are impermeable on all mattresses and box springs.

Residents should keep the unit clean by regularly vacuuming and dusting, especially in the bedrooms or sleeping areas. Clutter must be removed immediately, as this can be a breeding ground for infestation.

If having a guest(s), the resident should ask if their guest(s) is aware of being exposed to bed bug infestations. Always inspect for infestation after the guest(s) have vacated the unit.

ACCESS FOR INSPECTION AND PEST TREATMENT

You agree to 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 not interfere with inspections or treatments.

We have the right to select any licensed pest control professional to treat the dwelling and building. We will select the method of treating the dwelling, building, and common areas for bed bugs. We will also inspect and treat adjacent or neighboring dwellings, 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 that **are removed from the dwelling during treatment** to be treated according to accepted methods established by a licensed pest control firm that we approve. *(You are **not** allowed to take any of the above listed items into any of our Community Rooms or Laundry Facilities until they have been treated as outlined above.)* The treatment must be performed as close as possible to the time we treat the dwelling. If you fail to meet this requirement you will be in default, and we will have the right to terminate your Lease Agreement.

YOU AGREE NOT TO TREAT THE DWELLING FOR A BED BUG INFESTATION ON YOUR OWN.

NOTIFICATION

You must **immediately** notify us of any of the following:

- Any known or suspected bed bug infestation or presence in the dwelling or in any of your clothing, furniture, or personal property. **Do not wait as infestation can spread to other areas and to other units;**
- 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;
- Any discovery, 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.

The **PREFERRED** method of notifying **FCCHA** of possible bed bug infestation or presence in the dwelling unit is by **TELEPHONE**.

Please call the office at (931) 967-0344 to report any bed bug sightings or concerns.

Failure to report known or suspected bed bug infestations will be considered negligence of your notification requirements as outlined above. You will be in default, and we will have the right to terminate your Lease Agreement.

COOPERATION

If we confirm the presence or infestation of bed bugs, you must cooperate with us and our pest control agents to treat and eliminate the bed bugs. You must follow all verbal and written directions from us or our agents to clean and prepare the dwelling and building prior to and after the treatment for bed bug infestation.

If you receive confirmation that you have bed bugs in your dwelling, **DO NOT ENTER THE OFFICE, ON-SITE COMMUNITY OR LAUNDRY ROOMS, AND REFRAIN FROM VISITING YOUR NEIGHBORS UNTIL THE INFESTATION HAS BEEN ELIMINATED.** The primary mode of transportation of bed bugs is via human hosts.

If requested, you must remove or destroy personal property that cannot be treated or cleaned as close as possible to the time we treat the dwelling. Any items you remove from the dwelling must be disposed of off-site and not left on the property grounds.

If we confirm the presence or infestation of bed bugs in your dwelling, we will require you to temporarily vacate the dwelling (**at a minimum of 30 hours**) while your unit is being treated. **During this period, you will not be allowed access to your unit.**

If you fail to cooperate with us you will be in default, and we will have the right to terminate your Lease Agreement.

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 methods or procedures established by a licensed pest control professional. You will be required to provide proof of such cleaning and treatment to our satisfaction, and consent to an inspection, prior to a transfer.

BED BUGS – A GUIDE FOR RENTAL HOUSING RESIDENTS

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 most expensive hotels and apartment buildings in some of the nation's most exclusive neighborhoods.

Nonetheless, false claims that associate bed bugs' presence with poor hygiene and uncleanness 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 are certainly not discouraged by cleanliness. However, good housekeeping will help control the problem by identifying bed bugs, minimizing an infestation, and limiting its spread.

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 pests 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
- Picture frames (behind cardboard backing)

- 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 mosquitos, the origination of such markings often goes undiagnosed. 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 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.

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'T'S.

- **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 that it is teeming with bed bugs. (*Locations that may unintentionally contribute to the spread of bed bugs can be local thrift stores, Salvation Army centers, Goodwill, yard sales, etc.*)
- **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 pose 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/or the designated pest management company.

You are legally bound by this document. Please read it carefully. By signing below, the undersigned Resident(s) agree and acknowledge having read and understood this addendum.

**Residents
(All residents must sign)**

**Housing Representative
(sign 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.