

## **LEASE ADDENDUM FOR PEST CONTROL**

This Lease Addendum for Pest Control (hereinafter "Addendum") is hereby entered into, on the date first identified below, by and between Impero Property Management LLC (hereinafter "Management") and \_\_\_\_\_ (hereinafter "Resident"), the leaseholder for the premises known as \_\_\_\_\_.

### **REPRESENTATIONS**

WHEREAS bedbugs have become a problem facing the owners of residential rental properties, their agents in managing those residential rental properties, and the residents of those same residential rental properties; and

WHEREAS the owners and residents agree that policies need to be established to control these pests; and

WHEREAS the owners and residents desire to clearly define their roles in handling incursions by these pests

NOW, THEREFORE, the parties to this Addendum agree to add the following terms and conditions to the residential lease contract that exists between these parties to set forth a clear understanding of the responsibilities of both Resident and Management under the Lease Agreement with the desire that by setting forth these mutual responsibilities as part of the Addendum, the parties can minimize the costs, inconveniences and misunderstandings that often result from pest infestation

### **TERMS AND CONDITIONS**

1. For purposes of this Addendum, "bedbugs" or "pests" means any insect of the genus *cimex* (including, but not limited to, *cimex lectularius*), and/or its eggs. "Pest infestation" means the presence of pests that may materially affect the health and safety of residents and their guests.

2. Management and Resident will be honest in their communications regarding the presence of pests at the property. In that regard, Management will not enter into any Lease Agreement to lease a unit that Management knows is infested.

3. Resident agrees that he/she has read the bedbug educational materials handout provided by Management and states one of the following:

Resident is not aware of any infestation or presence of bedbugs in your current or previous apartment, home or dwelling. Resident agrees that he/she is not aware of any bedbug infestation or presence in any of his/her furniture, clothing, personal property or possessions. Resident further agrees that he/she has not been subjected to conditions in which there was any bedbug infestation or presence.

Resident agrees that if he/she previously lived anywhere that had a bedbug infestation that all of his/her personal property (including furniture, clothing and other belongings) have been treated by a licensed pest control professional. Resident agrees that such items are free of further infestation. If Resident discloses a previous experience of bedbug infestation, Management may review documentation of the treatment and may inspect Resident's personal property and possessions to confirm the absence of bedbugs. Resident previously experienced a bedbug infestation as follows:

\_\_\_\_\_

4. The parties agree that any failure to respond truthfully to paragraph 3 above constitutes a material misrepresentation of the Lease Agreement and is grounds for termination of tenancy pursuant to A.R.S. § 33-1368(A)(2).

5. If Resident fails to report any pest infestation and/or problems with the Premises within seven (7) days of move-in, it shall be an acknowledgement by Resident that the premises are acceptable, in good condition and pest free.

6. After move-in, Management will take immediate steps to address any identified pest infestation problem. Resident acknowledges that time is of the essence in dealing with issues of potential pest infestation. Because of this need for prompt action to avoid any further infestation, Resident shall report any actual or suspected infestation within forty-eight (48) hours of discovery. Pursuant to the requirements of the Arizona Residential Landlord and Tenant Act, all such reports must be in a written or electronic format.

7. Resident may be required to pay all reasonable costs of cleaning and pest control treatments incurred by management to treat Resident's dwelling unit for bedbugs. If Management confirms the presence or infestation of bedbugs after Resident vacates the dwelling, Resident may be responsible for the cost of cleaning and pest control treatments. If Management must treat adjoining or neighboring dwellings to Resident's dwelling due to the bedbugs in Resident's dwelling, Resident may be liable for payment of any lost rental income and other expenses incurred by Management to relocate the neighboring residents and/or to clean and perform pest control treatments to eradicate infestations in those other dwellings. Resident agrees that if he/she fails to pay Management for any costs for which Resident is liable, Resident will be in default of his/her lease and Management will have the right to terminate Resident's right of occupancy and exercise all other rights and remedies under the lease agreement.

8. Resident acknowledges that used or second-hand furniture is the primary way that bed bugs are spread. Resident agrees that he/she will not knowingly or recklessly bring onto the property furniture or other belongings that are infested with bedbugs. Resident further agrees to exercise caution when acquiring used or second-hand furniture and shall examine any such items thoroughly before bringing them into the dwelling. Resident further agrees that Resident shall not bring into the dwelling those used or second-hand furniture items that have been abandoned or discarded in such areas as roadsides, trash rooms, and disposal receptacles.

9. In the event that there is a bedbug infestation in Resident's apartment, Resident agrees to cooperate fully with and to undertake all efforts and tasks required by Management, and in Management's sole discretion, or by Management's pest control company, employed to eradicate pests. Resident's full cooperation includes but is not limited to reporting any suspected pest infestation to Management in a written or electronic format within forty-eight (48) hours of discovery, making the premises available for entry to complete pest inspection and eradication treatment(s), completing all required pre-treatment activities, evacuating the premises during and after treatment for the required time frame, completing all required post-treatment activities, and immediately reporting ineffective treatment or re-infestations to Management in writing.

10. Resident and Management further agree that any violation of this Addendum constitutes a material violation of the Lease, and Management may terminate Resident's right to possession upon issuance of a five (5) day notice for a health and safety violation. Conduct that constitutes such a material health and safety breach includes failure to promptly notify Management of evidence of any pest infestation, refusal to permit Management 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. Proof of the violation of this Addendum shall be by a preponderance of the evidence.

11. Resident may request reasonable extermination services at any time. All requests must be in writing. Upon notification from Resident, Management shall visually inspect the unit for household pests, preferably within forty-eight (48) hours, and should a pest infestation be identified, shall begin the process of controlling the household pests within ten (10) days of such notice. When Management requires access to a dwelling unit for purposes of inspecting for the presence of a household pest or controlling the presence of a household pest, Management shall provide at least twenty-four (24) hours notice to Resident, in writing, that Management requires such immediate access. Management will notify Resident in advance of each pest inspection, including providing a preparation sheet. If Resident notifies Management of a possible infestation and requests extermination services, the notice from Resident constitutes permission to enter the dwelling unit for the sole purpose of acting on the inspection or extermination request. Management will not abuse the right to access or use it to harass Resident and will enter only at reasonable times.

12. Except in those situations where Management has been grossly negligent, and/or as provided by law, Owner, Management, and its employees, officers, and/or directors are not liable to Resident for any damages caused by pests, including, but not limited to, personal expenses, replacement of furniture, and/or other personal

items, including clothing, medications or medical expenses, or for the costs to treat, clean, replace and/or protect Resident's personal belongings. Owner, Management, and its employees, officers, and directors, are not responsible for any damage done to Resident's unit or personal items during pest control inspections and/or treatments. Renter's insurance is strongly recommended and/or required, but it may also exclude coverage related to pest infestation issues.

13. Resident acknowledges that Management's adoption of this Addendum, and the efforts to provide a pest free environment, does not in any way change the standard of care that Management owes Resident under the Lease. Resident further acknowledges that Management does not guarantee or warranty a pest-free environment. Resident acknowledges and understands that Management's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on Resident's voluntary cooperation and compliance.

14. Management agrees that it will attempt to make reasonable accommodations in the event that any disabled Resident requests such an accommodation in connection with pest control service. Any Resident requesting such an accommodation is requested to provide notice to Management at the time that the pest control service is requested or when Resident receives notice that it will be provided, whichever is earlier. Resident understands that in some circumstances, because of the nature of a particular pest or infestation, there may not be alternative, effective means of eradication, and in those circumstances, Management must use the eradication services that are effective in dealing with the infestation.

15. In case of any conflict between the provisions of the Lease and this Addendum, the provisions of this Addendum shall govern. This Addendum is incorporated into the Lease executed or renewed between the Management and Resident.

### ACCEPTANCE

BY SIGNING BELOW, all parties (1) agree to be bound by this Addendum, and (2) acknowledge that Management has provided to Resident(s) a copy of the bedbug educational materials handout advising them how to identify bedbugs, describing risk factors for infestations, and presenting measures that may be taken to prevent and control an infestation.

_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Resident	_____ Date	_____ Resident	_____ Date
_____ Authorized Agent for Management	_____ Date		