



## Attention: Owners & Management

Pursuant to Arizona State law, bed bug educational material must be included with any bed bug/pest control lease addendum that is used in new/renewal leases and should be distributed to current/future residents. The AMA's Bed Bug Educational Brochure is included at the end of this addendum.

**NOTE:** if your property is assisted, insured, held, or financed by HUD, refer to Notice H-2011-20 (<http://portal.hud.gov/hudportal/documents/huddoc?id=11-20hsgn.pdf>), as you may be responsible for additional or separate guidelines regarding bed bug control and prevention.

\*This shall serve as an educational guide for new and existing multi-family residents as required by A.R.S. §33-1319(A).

**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 \_\_\_\_\_ (hereinafter "Owner") and \_\_\_\_\_ (hereinafter "Resident"), the leaseholder for the Unit 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 Owner 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. This Addendum hereby supplements and modifies the Lease Agreement between the parties, and it shall be incorporated as a part of the Lease Agreement. Where there are provisions that conflict between this Addendum and the Lease Agreement, the provisions set forth herein shall supersede and be controlling.

2. 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.

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

4. Resident agrees that he/she has read the bedbug educational materials handout provided by Owner and/or has reviewed the materials at <http://a.mwapp.net/p/dload?xid=83521455.pdf> and states one of the following:

Resident is not aware of any infestation or presence of bedbugs in his/her 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, Owner 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:

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5. The parties agree that any failure to respond truthfully to paragraph 4 above constitutes a material misrepresentation of the Lease Agreement and is grounds for termination of tenancy.

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

7. After move-in, Owner 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.

8. Resident may be required to pay all reasonable costs of cleaning and pest control treatments incurred by Owner to treat Resident's dwelling unit for bedbugs. In such an event, any assessment for clean or pest control treatments related to the presence of bed bugs in the dwelling unit shall be considered due and owing as additional rent, subject to late fees and all other remedies prescribed for in the lease upon the untimely or non-payment of same. If Owner 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 Owner 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 Owner 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 Owner for any costs for which Resident is liable, Resident will be in default of his/her lease and Owner will have the right to terminate Resident's right of occupancy and exercise all other rights and remedies under the lease agreement.

9. Resident acknowledges that used or second-hand furniture is a 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.

10. 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 Owner, and in Owner's sole discretion, or by Owner's pest control company, employed to eradicate pests. Resident's full cooperation includes but is

not limited to reporting any suspected pest infestation to Owner in a written or electronic format within forty-eight (48) hours of discovery, making the Unit available for entry to complete pest inspection and eradication treatment(s), completing all required pre-treatment activities, evacuating the Unit during and after treatment for the required time frame, completing all required post-treatment activities, and immediately reporting ineffective treatment or re-infestations to Owner in writing.

11. Resident and Owner further agree that any violation of this Addendum constitutes a material violation of the Lease, and Owner 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 Owner of evidence of any pest infestation, refusal to permit Owner 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.

12. Resident may request reasonable extermination services at any time. All requests must be in writing. Upon notification from Resident, Owner 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 five (5) days of such notice. When Owner 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, Owner shall provide at least forty-eight (48) hours' notice to Resident, in writing, that Owner requires such immediate access. Owner will notify Resident in advance of each pest inspection, including providing a preparation sheet. If Resident notifies Owner 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. Owner will not abuse the right to access or use it to harass Resident and will enter only at reasonable times.

13. Except in those situations where Owner 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.

14. Resident acknowledges that Owner'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 Owner owes Resident under the Lease. Resident further acknowledges that Owner does not guarantee or warranty a pest-free environment. Resident acknowledges and understands that Owner's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on Resident's voluntary cooperation and compliance.

15. Owner 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 Owner 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, Owner must use the eradication services that are effective in dealing with the infestation.

16. 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 Owner and Resident.

**ACCEPTANCE**

BY SIGNING BELOW, all parties (1) agree to be bound by this Addendum, and (2) acknowledge that Owner 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 Owner	Date		

## **NOTICE TO RESIDENTS ABOUT BEDBUGS**

A.R.S. § 33-1319, which was enacted by the Arizona legislature in 2011, requires landlords to provide educational materials about bedbugs to new and existing residents.

Although we sincerely hope that you will never experience any incidents of bedbugs, we also recognize that it has become a common occurrence throughout the United States. Bedbugs attack rich and poor and are increasingly found in expensive hotels, department stores, hospitals, schools, airports and other locations where people gather, in addition to apartments.

While it may not ever be possible to completely eliminate the potential for bedbugs, there are things that residents can do to minimize the risk and help us respond promptly and appropriately when there is a bedbug infestation. If you have any questions at all about bedbugs, please feel free to contact staff or obtain additional information through pest control services.

### **How Can I Recognize Bedbugs?**

Bedbugs are small insects that feed mainly on human blood. A newly hatched bedbug is semi-transparent, light tan in color and about the size of a poppy seed. Adult bedbugs are flat, have rusty-red-colored oval bodies and are about the size of an apple seed.

Bedbugs are often easily confused with other small household insects, including carpet beetles, spider beetles, and newly hatched cockroaches.

Generally bedbugs are identified by their markings, droppings and eggs, although they are also easily visible to the human eye. They are usually found in mattress seams and tufts, sheets, pillowcases and upholstered furniture. They can also be found in cracks and crevices of furniture, on baseboards of walls and even on children's stuffed animals.

Bed bugs are most active when we sleep. They crawl onto exposed skin, inject a mild anesthetic and suck up a small amount of blood. Most people never feel the actual bite.

Some people do not react to bed bug bites, but for those who do, bite marks may appear within minutes or days, usually where skin is exposed during sleep. They can be small bumps or large itchy welts. The welts usually go away after a few days. Because the bites may resemble mosquito or other insect bites, a bump or welt alone does not mean there are bedbugs.

### **Where Do I Look to See If I Have Bed Bugs?**

- Look for bed bugs, bloodstains, droppings and eggs, primarily in an area 10-20 feet around where you sleep or sit. That's the distance a bedbug will usually travel.
- Check the top and bottom seams, tufts and any rips in the covers of mattresses and box springs.
- Look underneath the bed and along the bed frame and headboards.

- Check cracks and crevices of furniture, windows and doorframes.
- Check walls and wall hangings and in electrical outlets and light switches.

### **Are Bed Bugs Disease Carriers?**

No. Although bedbugs and their bites are a nuisance they are not known to spread disease. Most welts heal in a few days. Using an anti-itching ointment usually helps, but if bites become infected persons should consult their physicians.

### **What Can I Do If I Have Bedbugs?**

If you believe you have bed bugs notify your landlord immediately. Anyone can get bed bugs, but major infestations occur only when they are not promptly reported and treated.

Do not attempt to treat bed bug infestations yourself. Bedbug infestations usually require the use of pesticides and only licensed pest control operators can legally administer these pesticides. Foggers and bug bombs are not effective against them.

Once you have reported the possibility of bedbugs, management will arrange for an inspection and, if the bedbugs are verified, for treatment. Prior to the start of the treatment, you will be given detailed instructions about how to prepare for the treatment. You must fully comply with those instructions because any failure to comply may result in ineffective treatment and recurrence of the infestation.

After your apartment is treated thoroughly clean your carpets, floors, bed frames and furniture, and dispose of any dead bugs, blood stains, eggs or droppings with hot soapy water. Wash all items showing bedbug stains – and any items which you suspect may have been infested - in hot water (140 degrees F) and dry on the highest setting for at least twenty minutes. After drying store items in sealed plastic bags until you are sure you have gotten rid of the bedbugs.

Enclose any infested mattresses and box springs in a cover that is labeled “allergen rated,” “for dust mites,” or “for bed bugs” for at least one year. Periodically check for rips and openings and tape these up.

If you see any signs of a reinfestation, notify management immediately so that additional treatments can be scheduled.

### **How Can I Prevent Bed Bugs?**

Bedbugs enter homes by hitchhiking on used furniture, luggage and clothing and traveling along connecting pipes and wiring. Because the most common ways that bedbugs are introduced into apartment communities are through used mattresses and other used furniture there are several steps residents can take to prevent a bedbug infestation:

- Do not to bring used bed frames, mattresses, box springs or upholstered furniture into the community.

- Do not take furniture that has been discarded by another person into your apartment.
- Check all used or rented furniture for bedbugs.
- Eliminate clutter. The more clutter there is in a unit the more places bedbugs have to hide.
- When traveling inspect the bed and furniture. Keep suitcases off the floor and bed and inspect them before you leave.
- If you suspect that you have been around bedbugs immediately wash and dry all of your clothing on hot settings or store it in a sealed plastic bag until you can.
- Advise management if you have cracks and crevices so that we can caulk them to try to prevent bedbugs from entering.