



LEASE ADDENDUM FOR PEST CONTROL

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, "Pest infestation" means the presence of pests that may materially affect the health and safety of residents and their guests.
3. KCHA and Resident will be honest in their communications regarding the presence of pests at the property. In that regard, the KCHA will not enter into any Lease Agreement to lease a unit that KCHA knows is infested.
4. Resident agrees that he/she has read the bedbug educational materials handout provided by KCHA 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, KCHA 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:

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 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.
7. After move-in, KCHA 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. All such reports should be called in, or in a written or electronic format.
8. In the event that bedbugs are located within the dwelling, and the cause for their introduction is unable to be ascertained with reasonable diligence, KCHA agrees that KCHA shall treat the premises for bedbugs at its expense and without concern for the cause.

9. 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.
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 KCHA, and in KCHA's sole discretion, or by KCHA's pest control company, employed to eradicate pests. Resident's full cooperation includes but is not limited to reporting any suspected pest infestation to KCHA by phone or in a written/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 KCHA in writing. Further, Resident agrees to pay all charges associated with KCHA staff completing work to prepare the unit for treatment.
11. Resident and KCHA further agree that any violation of this Addendum constitutes a material violation of the Lease, and KCHA may terminate Resident's right to possession upon issuance of a thirty (30) day notice for a health and safety violation. Conduct that constitutes such a material health and safety breach includes failure to promptly notify KCHA of evidence of any pest infestation, refusal to permit KCHA 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, KCHA 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 KCHA 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, KCHA shall provide at least twenty-four (24) hour notice to Resident, in writing, that KCHA requires such immediate access. KCHA will notify Resident in advance of each pest inspection, including providing a preparation sheet. If Resident notifies KCHA 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. KCHA 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 KCHA has been grossly negligent, and/or as provided by law, KCHA 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. KCHA 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 KCHA's adoption of this Addendum, and the efforts to provide a pest free environment, does not in any way change the standard of conduct under the Lease. Resident further acknowledges that KCHA does not guarantee or warranty a pest-free environment. Resident acknowledges and understands that KCHA'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. KCHA 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 KCHA 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, KCHA 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 KCHA and Resident.

BY SIGNING BELOW, all parties (1) agree to be bound by this Addendum, and (2) acknowledge that KCHA has provided to Resident(s) a copy of the educational materials handout advising them how to identify infestations, 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

KCHA

Date