





### **Cooperation with Treatment**

6. If bed bugs are found in Tenant's unit, Tenant must fully cooperate with any and all treatment efforts of Landlord and/or its pest management company or other service provider.
7. Treatment typically requires that rental units next to, above, and below the unit infested with bed bugs also be treated.
8. Treatment may require, but is not limited to, the following: (a) Tenant temporarily vacating the rental unit, (b) temporary removal of personal property, (c) sealing of personal property in plastic bags, (d) removal and destruction of personal property that cannot be treated, (e) laundering of bedding and clothing, (f) purchase of and placement of mattress and box spring in a special plastic encasement, (g) de-cluttering the rental unit, (h) vacuuming of all flooring on a daily basis, and/or (i) moving all furniture to the center of the room. Specific instructions and recommendations will be provided as needed by Landlord and/or its pest management company or other service provider.
9. More than one treatment of Tenant's rental unit may be required. Tenant must cooperate throughout the entire treatment process until Landlord and/or its pest management company or other service provider determine that treatment is complete.

### **Default**

10. Failure to comply with the terms of this Addendum include, but are not limited to, the following: (a) misrepresenting any Tenant Disclosure, (b) failing to immediately notify Landlord in writing of the presence of bed bugs, (c) refusing to allow Landlord or its agents to inspect the rental unit, (d) failing to cooperate with the preparation of the rental unit for treatment, (e) refusing to allow access to the rental unit for treatment, (f) failing to cooperate with any post-treatment requirements, and/or (g) any other action that results in the delay of treatment or increases the cost of treatment.
11. Failure to comply with the terms of this Addendum shall entitle Landlord to pursue any and all rights under this Addendum, Tenant's Residential Rental Agreement, and/or applicable law including, but not limited to, terminating Tenant's tenancy and evicting Tenant.

### **Treatment Costs**

12. Tenant will be responsible for the costs of treatment and/or eradication of any bed bugs resulting from the acts or negligence of Tenant, Tenant's household members, guests or invitees.
13. Tenant may be responsible for other costs and damages incurred by Landlord, in addition to the cost of treatment and/or eradication of bed bugs, resulting from the acts or negligence of Tenant, Tenant's household members, guests or invitees.

### **Indemnification & Hold Harmless**

14. Tenant agrees to indemnify and hold Landlord harmless from any actions, claims, losses, damages and expenses including, but not limited to, attorney's fees, that may be incurred as a result of the acts or omissions of Tenant, Tenant's household members, guests or invitees.
15. Unless caused by the intentional or negligent acts or omissions of Landlord, Landlord is not responsible for any damage or destruction of Tenant's personal property or injuries arising from any bed bug infestation.

### **Renter's Insurance**

16. Tenant understands that Landlord's insurance does not cover any of Tenant's personal property that may be damaged or destroyed by bed bugs or bed bug treatment. Tenant also understands that Landlord's insurance does not protect Tenant from any loss or damage caused by the actions of Tenant, Tenant's household members, guests or invitees. Landlord recommends and Tenant understands that Renter's Insurance which may cover such damage is readily available and may be purchased by Tenant.