

# PEST CONTROL AND BEDBUG ADDENDUM

This agreement is an addendum and part of the rental agreement dated \_\_\_\_\_ between \_\_\_\_\_ hereby known as Owner/Agent, and \_\_\_\_\_ hereby known as Resident(s) for the premises located at \_\_\_\_\_ unit number \_\_\_\_\_ in the city of \_\_\_\_\_, CA.

Landlord/Agents are required to provide each new tenant with a warning notice as part of an ongoing pest control service. Pests include, but are not limited to, ants, bedbugs, cockroaches, fleas, mites, silverfish, spiders, termites, mice, rats, other vermin and insects. We have contracted a registered structural pest control company to provide ongoing pest control services to the property, and you acknowledge that you have been provided with this written notice regarding the use of pesticides in the property as provided under CA Civil Code § 1940.8, CA Business and Professions Code § 8538. \_\_\_\_\_ RESIDENT'S INITIALS

## CAUTION – PESTICIDES ARE TOXIC CHEMICALS

- **Product(s) used by the contracted pest control company are (with active ingredients listed):** \_\_\_\_\_
- **These products are meant to control the following type(s) of pest(s):** \_\_\_\_\_
- **The frequency of the pesticide treatment is as needed, and based on regular scheduled visits with the pest control company:** \_\_\_\_\_

Resident(s) acknowledge that the Owner/Agent has inspected the unit and is unaware of any pests in the apartment. Resident(s) has also inspected the apartment prior to leasing and acknowledge there is no visible evidence of the presence of infestation of pests, including bedbugs. \_\_\_\_\_ RESIDENT'S INITIALS

Extension and/or renewal of tenancy at the end of the term of the lease set forth above will also extend/renew this addendum; it will be presumed that the apartment is in good condition and free of pests unless you notify us otherwise. \_\_\_\_\_ RESIDENT'S INITIALS

1. Resident(s) hereby agrees to maintain the apartment and common areas in a manner prevent and control possible infestation of pests, including bedbugs. If you allow individuals or items carrying bed bugs into the apartment or community or have infestations that cannot be traced to another source, you understand and agree that you will be responsible for the cost of treatment to the apartment, personal belongings and surrounding apartments and common areas as necessary to eradicate the infestation. Resident(s) agree to adhere to the below list of responsibilities:

- Keep the apartment clean and uncluttered;
- Promptly advise Landlord/Agent of any pest control needs;
- Provide Landlord/Agent with access to the apartment for our pest control assessments and pest control treatment;
- Prepare the apartment for pest control treatment and/or vacate the apartment when necessary in connection with Landlord/Owner's pest control efforts. You agree to comply with all instructions necessary to prepare the apartment for fumigation, testing/inspection or repair. Storage, cleaning, removal, or replacement of contaminated or potentially contaminated personal property is your responsibility and at your expense unless the contamination was the result of our negligence, intentional wrongdoing or violation of law. We are not responsible for any condition about which we are not aware.

2. Resident(s) further hereby agrees to prevent and control possible bedbug infestation by adhering to the below list of responsibilities:

- Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bedbugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.



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- Resident shall report any problems immediately to Owner/Agent. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units.
- Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Resident must comply with recommendations and requests from the pest control specialist prior to professional treatment including but not limited to:
  - Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.
  - Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly.
  - Empty dressers, night stands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
  - Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.
  - Wash all machine-washable bedding, drapes, and clothing etc. on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bedbugs. Discard any items that cannot be decontaminated.
- Move furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.

3. Resident agrees to indemnify and hold the Owner/Agent harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Owner/Agent may incur as a result of the negligence of the Resident(s) or any guest occupying or using the premises.

4. It is acknowledged that the Owner/Agent shall not be liable for any loss of personal property to the Resident, as a result of an infestation of bedbugs. Resident agrees to have personal property insurance to cover such losses.

### **Breach of Pest Control Obligations is a Material Breach.**

Because pests may pose a risk to the health and safety of other residents, your breach of this addendum is a material breach of the lease. If you fail to comply with reporting information regarding pests, or if you misrepresent information, or if you fail to comply with or pay for recommended pest control treatment to exterminate bedbugs in the apartment, we may pursue any rights and remedies available under the lease terms or applicable law, including lease termination. \_\_\_\_\_ **RESIDENT'S INITIALS**

By signing below, the undersigned resident(s) agree and acknowledge having read and understood this addendum.

\_\_\_\_\_  
Resident(s) Date

\_\_\_\_\_  
Resident(s) Date

\_\_\_\_\_  
Resident(s) Date

\_\_\_\_\_  
Resident(s) Date

\_\_\_\_\_  
Owner/Agent Date

