

# BEDBUG ADDENDUM

**INSPECTION:** Your unit has not been inspected prior to occupancy by a licensed pest control professional, hereinafter "Pest Control". Under Florida law, there is no requirement that units are inspected and only Pest Control is permitted by law to inspect for insects and render an opinion as to infestation or the lack thereof.

**OWNER/AGENT REPRESENTATION:** Owner/Agent represents that it is not aware of any current infestation or presence of bed bugs in the unit.

**BEDBUG INFORMATION:** TENANT represents and agrees that he or she is not aware of any infestation or presence of the bed bugs in TENANT's current or previous UNIT(s), home(s), furniture, clothing, or personal property and possessions and has fully disclosed to OWNER/AGENT any previous bed bug infestation or issues which TENANT may have experienced or are experiencing and has not been subjected to or living in an environment, UNIT, or home in which there was a bed bug infestation or presence. TENANT represents that if he or she WAS previously living in an UNIT or home that had a bed bug infestation that he or she has had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by Pest Control that shall certify such items are free of further infestation. In the event TENANT discloses a previous experience of bed bug infestation, OWNER/AGENT shall have the right to see documentation of the treatment from Pest Control and inspect TENANT's personal property and possessions to confirm the absence of bed bugs.

**USED AND DISCARDED ITEMS:** TENANT acknowledges that used, abandoned or discarded furniture, clothing, and personal property can contain bed bugs which may infest the UNIT and be extremely difficult to control, and the costs associated with treating bed bugs are expensive. TENANT represents and agrees that he or she shall not allow such property to enter the UNIT without confirming the absence of bed bugs or having such items properly and professionally cleaned and treated by Pest Control before bringing such items into the UNIT. TENANT shall be required to provide proof that any such item has been inspected and or treated by Pest Control.

**ACCESS BY OWNER/AGENT AND PEST CONTROL AND TENANT COOPERATION:** TENANT shall allow OWNER/AGENT, Maintenance staff and Pest Control to have full access to the UNIT at reasonable times and hours for inspection, pest control, and treatment of bed bugs if any exist. TENANT and the TENANT's family members, occupants, social guests, and invitees shall cooperate and shall not interfere in any way with inspections or treatments or this shall constitute a material breach of the lease agreement. Upon confirmation of the presence or infestation of bed bugs, TENANT must cooperate and coordinate with OWNER/AGENT and Pest Control to treat and attempt to eliminate the bed bugs. TENANT must follow all directions of OWNER/AGENT and Pest Control to treat the UNIT. OWNER/AGENT and OWNER/AGENT's Pest Control shall have the right to set all conditions necessary for inspection and treatment of the premises for the presence or infestation of bed bugs. The TENANT is required to remove or destroy personal property that cannot be treated or cleaned in the opinion of OWNER/AGENT or Pest Control and holds OWNER/AGENT and Pest Control harmless for any loss or damages to such personal property.

**NOTIFICATIONS BY TENANT:** TENANT shall promptly notify OWNER/AGENT of any conditions that may indicate the presence of bed bugs in the UNIT or in any of TENANT's clothing, furniture, and/or other personal property. TENANT shall promptly notify OWNER/AGENT of any recurring or unexplained bites, irritations, sores of the skin or body which TENANT believes are occurring from

bed bugs or from any condition or pest believed to be within the UNIT. TENANT shall promptly notify OWNER/AGENT if he or she discovers any condition or evidence that might indicate the presence or infestation of bed bugs. TENANT shall not try to treat the UNIT for a bed bug infestation on his own or hire any outside pest control company and acknowledges that OWNER/AGENT has the full right to select its own Pest Control to perform treatments and cleaning of the UNIT and building if necessary. Failure to comply shall constitute a material breach of the Lease Contract and this addendum.

**METHOD OF TREATMENT:** If OWNER/AGENT decides to have the UNIT treated and not terminate the tenancy, OWNER/AGENT along with Pest Control shall have the sole right to select the method of treating the UNIT or any affected areas. TENANT is responsible to follow all protocols or directions from OWNER/AGENT and/or Pest Control.

#### **TEMPORARY VACATING:**

**Temporary Vacating:** If TENANT is forced to temporarily vacate the premises and find other temporary accommodations, under Florida law FS 83.51(2a)1., OWNER/AGENT's only legal responsibility is to abate the rent for the time period TENANT cannot reside in the UNIT. OWNER/AGENT may choose at its sole option to pay other expenses TENANT may incur but has no legal obligation to do so under Florida law. If TENANT is requested to temporarily vacate, they shall do so within 7 days of written notice to TENANT or this shall be considered a material breach of the Lease Contract and this Addendum. Once TENANT has been advised that the UNIT is habitable, OWNER/AGENT shall have no further responsibility to abate rent and TENANT shall owe rent and all sums due per the Lease Contract and any addenda.

**TENANT CAUSED CONDITIONS:** If TENANT or TENANT's family members, occupants, social guests, or invitees are responsible for causing or introducing bed bugs into the UNIT, TENANT shall be in default of the lease, subject to eviction and shall be liable for all rent, damages, cleaning and pest control fees, and other charges related to dealing with the bed bug issue and TENANT shall pay all reasonable costs of cleaning and pest control treatment OWNER/AGENT incurs to remedy the bed bug infestation situation. If OWNER/AGENT must move other TENANTS out of their UNITS in order to treat adjoining or neighboring UNITS, then TENANT shall be liable for payment of any lost rental income and other expenses incurred by OWNER/AGENT to relocate the other TENANTS and perform pest control treatment to eradicate an infestation in other UNITS.

**NON TENANT CAUSED BED BUG INFESTATIONS:** If in the sole opinion of OWNER/AGENT and Pest Control the TENANT or TENANT's family members, occupants, social guests, or invitees are not responsible for causing or introducing bed bugs into the UNIT, AT OWNER/AGENT'S OPTION the Lease Contract may be terminated and TENANT may still be required to vacate the UNIT and return possession of the premises to OWNER/AGENT if it determined by Pest Control that it is not feasible to eradicate the infestation with the TENANT continuing to reside on the premises. OWNER/AGENT shall not be responsible for TENANT's consequential losses if the Lease Contract is so terminated.

**DAMAGES:** Under no circumstances shall OWNER/AGENT or TENANT be liable to each other for punitive damages for breach of contract related to bed bugs.

**LEASE TERMINATION:** In the event bed bugs are determined to be in the UNIT, OWNER/AGENT shall have the right to terminate the tenancy by giving TENANT seven days written notice requiring TENANT to permanently vacate the UNIT and remove all furniture, clothing, and personal belongings. Any items remaining shall be considered abandoned property. OWNER/AGENT in its sole judgment shall have the right to terminate the tenancy and obtain possession of the UNIT regardless of who is responsible for causing the infestation or presence of bed bugs. Due to the difficulty of treating and the often repetitive treatments necessary to control the infestation, TENANT must vacate the UNIT

upon such termination. A TENANT who fails to vacate after the lease has been terminated shall be subject to an eviction action.

**INVALID OR UNENFORCEABLE PROVISIONS:** If any portion or provision of this addendum is declared to be invalid or unenforceable, then the remaining portions shall be severed and survive and remain enforceable. The court shall interpret and construe the remaining portion of this addendum so as to carry out the intent and effect of the parties.

**ADDRESS OF PROPERTY:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **TENANT** \_\_\_\_\_ **TENANT**

\_\_\_\_\_ **TENANT**

\_\_\_\_\_ **AGENT OR LANDLORD**

Form provided by:  
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