

PENNSYLVANIA BED BUG ADDENDUM

Our goal is to maintain a high quality living environment for you. It is important that we work together to prevent the infestation of bed bugs. While the presence of bed bugs is not always related to cleanliness or housekeeping, good housekeeping will help control the problem. This addendum contains important information for you and sets forth responsibilities for both of us.

1. Addendum. This Addendum is incorporated into and made a part of your Lease Agreement (Lease). It modifies your Lease and deals with the difficulties and associated problems when bed bugs are found in an apartment.

2. About Bed Bugs. See Attached Resident's Information Guide.

3. Inspection. The Owner and Resident agree that they each inspected the apartment prior to move-in and did not observe any evidence of bed bugs or a bed bug infestation.

4. Prior Infestation. We represent that we are not aware of a current infestation or presence of bed bugs in the apartment. If there was a prior infestation, it has been professionally treated by a licensed pest control professional.

You represent that: A) you are not aware of any bed bug infestation or presence in any of your furniture, clothing, or personal property and possessions; B) you have fully disclosed to us any previous bed bug infestation which you may have experienced; and

C) if you were previously living in an apartment or home that had a bed bug infestation that you had all furniture, clothing, and personal property or belongings professionally and properly cleaned and treated by a licensed pest control professional.

5. Access for Infestation and Pest Treatment. You must allow us and our pest control professional access to the apartment at reasonable times to inspect for or treat bed bugs. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments in accordance with this Addendum.

6. Duty to Report. **You must report any signs of bed bugs immediately and in writing.** Do not wait. Even a few bugs can rapidly multiply to create a major infestation. When an infestation is caught early, treatment is often much quicker and less disruptive than when the infestation is more advanced.

7. Cooperation & Responsibilities. Successful treatment of a bed bug infestation is dependent on your full cooperation. If we confirm the presence of bed bugs, you must cooperate and coordinate with us and our pest control professionals to treat and eliminate the bed bugs. You must follow all directions from us or our agents to clean and treat the apartment and building that are infested. Follow-up treatments or inspections may also be necessary.

You shall not treat the apartment for a bed bug infestation on your own. You acknowledge that we have the full right

to select a licensed pest control professional to perform treatments and cleaning of the apartment and building. If during the term of your tenancy: A) bed bugs appear in the apartment; and B) a pest control professional determines that the bed bugs originated in your unit, you acknowledge and agree that all necessary treatments for your apartment and other units as well as all of our additional costs, expenses and losses will be at your expense.

You acknowledge and agree that if: A) you do not comply with the preparation of the apartment as required by the pest control professional or us; and B) the treatment is unsuccessful because of that, you will also be responsible for subsequent treatments to the apartment and for any treatment to adjoining units that are infested with bed bugs. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to: A) terminate your right of occupancy; B) exercise all rights and remedies under the Lease; and C) obtain immediate possession of the apartment. If you fail to move out after your right of occupancy has been terminated, you will be liable for hold over rent under the Lease.

8. Resident's Representations and Warranties. You acknowledge and understand that you agree to follow all guidelines given to you by our licensed pest control professional.

9. Indemnification. **Under no circumstances shall the Owner and/or Owner's agents and employees be responsible to you for any losses, damages or expenses including special, consequential or punitive arising out of a bed bug infestation,**

inspection or treatment. Additionally, you agree to indemnify and hold harmless the Owner, its agents and employees from any actions, claims, losses, damages, or expenses, including, but not limited to, attorney's fees that the Owner may incur as a result of a bed bug infestation, inspection or treatment. This indemnification shall not apply if such damages, costs, losses, or expenses are directly caused by the negligence of the Owner.

10. Default. Failure to promptly report bed bugs, failure to comply with treatment instructions, or any other violation of any other provision of this Addendum is a material violation and breach of the conditions of your Lease. Said violation and breach constitutes: A) grounds for eviction; B) termination of occupancy, and C) subjects you to all other damages, costs legal fees and expenses as stated in the Lease and/or this Addendum.

11. Severability, Waiver and Survival. The provisions of this Addendum shall apply to the fullest extent permitted by law. The partial or complete invalidity or unenforceability of any one or more of the provisions shall not affect the validity or continuing force and effect of any other provision. The court shall interpret and construe the remaining portion of this Addendum so as to carry out the intent and effect of the parties. The failure of either party to insist, at any time, upon the performance of any of the terms, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term or right. The terms of this Addendum shall survive the termination of the Lease.

The undersigned, intending to be legally bound, acknowledge having read and understood this Addendum and agree to carry out the obligations and responsibilities described herein.

Resident

Owner/Agent

Resident

Cosignor/Guarantor