

BED BUG ADDENDUM



1. ADDENDUM. For mutual and proper consideration, the receipt of which is acknowledged by all of the undersigned parties to this document, this document shall serve as an addendum ("the Addendum") to the residential lease contract (the "Lease") between

MHP LLC, Mobile Home Rentals Inc.

as **Lessor** (hereinafter referred to as "We" or "Us" or in similar possessive forms) and

Lessee: _____

Lessee: _____

Lessee: _____

Lessee: _____

as Lessee(s) (hereinafter referred to as "You" or in similar possessive forms) for the rental of real property located at a street address of:

Address of Leased Property: _____

(said real property hereinafter referred to as "the Home"). Where the terms of the Lease and this Addendum may conflict, the terms of this Addendum shall control.

2. WHAT ARE BED BUGS? (Informational Purposes Only) Bed bugs are small, wingless, oval-shaped insects that feed on the blood of warm-bodied animals, though they have a preference for human blood. Hatching bed bugs are about the size of a poppy seed, and adults can grow to the size of an apple seed. Typically, bed bugs live for a period of approximately six to twelve months and they can survive for extended periods without feeding. Their color ranges from nearly white or a light tan to a deep brown or burnt orange.

A. Practical Ways to Limit Exposure to Bed Bugs:

- Do not purchase or accept used furniture from unknown sources.
- Protect Your mattress and box springs by encasing them within special mattress bags and insure that they are properly sealed. Make sure Your linens are clean and change Your sheets and bedding often.
- When traveling, inspect Your accommodations immediately upon arrival and attempt to store Your luggage on elevated surfaces such as the luggage rack provided by most hotels.
- Immediately notify Us of any potential or suspected bed bug sightings.
- Never attempt to treat bed bug infestations without the participation of a licensed pest control company approved by Us.

B. Bed Bug Exposure: Bed bugs seek out people and sometimes animals, generally at night while such hosts are sleeping, and painlessly feed on human blood. While feeding, they inject a tiny amount of their saliva into the skin, which can ultimately form an irritant to the skin in some instances, resulting in an allergic response. The skin lesion produced by the bite of a bed bug resembles those caused by many other kinds of blood-feeding insects, such as mosquitoes and fleas. While bed bugs feed on human blood, there is no scientific evidence suggesting that bed bugs carry and/or transmit diseases from one host to another. In fact, the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention have refused to elevate bed bugs to the threat level posed by disease-carrying pests.

C. Persons Likely to Experience A Bed Bug Infestation: Anyone and everyone are subject to experiencing a bed bug infestation as bed bugs do not discriminate in their selection of hosts. Many people mistakenly believe that poor hygiene and/or cleanliness increase the likelihood that you will experience a bed bug infestation. This is fundamentally untrue as bed bugs know no economic or social bounds. Bed bugs can be found in the nicest of apartment communities, five-star hotels and resorts, and even in commercial retail stores. Therefore, You should

not be ashamed if You experience a bed bug infestation, as it could happen to anyone. It is crucially important that You immediately report any potential bed bug infestation to Us in order to limit the scope and/or extent of any infestation.



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D. Identifying an Infestation:

- Check whether You have any unexplained welts, bites or skin irritations similar to those found from a mosquito or flea bite. Bed bug bites are generally in linear succession and found on exposed areas of the skin, such as the face, neck, arms and legs.
- Inspect the area around your mattress, box springs, headboard and bed frame. Look for any evidence of their presence, such as fecal markings of a red-to-dark brown color, which will generally be visible on or near beds. Check for blood stains on Your mattress because of bed bugs having been crushed during Your sleep. You may also find skin casts as bed bugs are known to shed their skin from time to time.
- Regularly inspect Your bedding, bed frames, mattress, box springs, upholstered and wooden furniture both inside and out (including inside and behind drawers), and along ceiling and wall junctions.

3. ACKNOWLEDGEMENT. You hereby acknowledge, and We hereby represent that, to Our knowledge, there is not a bed bug infestation present in the Home as of the beginning of the original term of the Lease.

4. PRIOR RESIDENCE. You hereby warrant and certify that You are not moving from, and have not lived in, a home, residence and/or apartment that has experienced or been subject to a bed bug infestation within the eighteen (18) month period immediately preceding the beginning of the initial lease term and that prior to taking possession of the Home, You have inspected Your personal property, furniture, mattress, clothing and possessions and found them to be free of bed bugs. You further certify and warrant that You have not been subjected to conditions in which there was a bed bug infestation prior to taking possession of the Home.

5. RESPONSIBILITIES AFTER DELIVERY OF POSSESSION. You agree that any infestation of bed bugs in the Home shall constitute damage and defacement of the Home. In consideration of the disclosure provided for herein, if the Home becomes, or is discovered to be, infested with bed bugs at any time during the lease term, any renewal thereof, or between Your moving out and Our being put in possession of the Home, such infestation shall be conclusively presumed to be caused by You, and in such an event, You agree that You shall be in violation, and You further agree that, We shall be released of any duty to make the Home habitable. As such, You shall be responsible for any damages incurred by Us because of such infestation, including but not limited to the cost of treatment for the Home and any surrounding units as recommended by a qualified and licensed pest control company. In the event of an infestation, We shall not be responsible for the cost of treating Your personal property located in the Home. Furthermore, We may declare a default of the Lease and pursue all remedies available to Us under the Lease.

6. DUTY TO REPORT/INSPECT. You hereby acknowledge Your ongoing obligation, in accordance with the terms of the Lease, to immediately notify Us in writing of any potential bed bug infestation in the Home. You acknowledge and understand that You have a continuing obligation to inspect Your bedding, bed frames, mattress, box springs, and head board on a regular periodic basis. You further agree to immediately notify Us of any signs of a potential bed bug infestation, including but not limited to, any red to dark brown spotting around the bed frame or mattress area, or unexplained bites, stings, irritations or sores. Furthermore, You understand and agree that You are required by the Lease and this Addendum to cooperate and fully comply with all recommendations as set forth in the insect or bed bug treatment or eradication plan as recommended by a licensed pest control company. Your failure to immediately report in writing (or otherwise) the presence of bed bugs in the Home upon discovery of the same, or to fully cooperate with the pest control company, shall constitute Your default of the Lease.

7. BREACH OF ADDENDUM. In the event You fail to perform Your obligations under this Addendum, such action and/or inaction shall constitute an immediate and instant default of the Lease and this Addendum. Upon Your default, We may, with or without notice, terminate Your right to possession of the Home without terminating the Lease and/or exercise any other remedy provided by law or described within the Lease. Should We discover that You are in default of the requirements of Paragraph 4 of this Addendum and that You have misrepresented the facts and provided Us with false information, then You agree that such misrepresentation shall constitute Your act of fraud and shall permit Us to

recover from You any one or more of the following: (i) compensatory damages, (ii) punitive damages, and (iii) Our attorney's fees.



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8. NO SELF TREATMENT. Under no circumstances shall You attempt to provide treatment to the Home, whether such treatment is being provided by You or someone hired on behalf of You. In all circumstances, You must first notify Us in writing, and We shall thereafter arrange for treatment of the Home by a licensed pest control company. Any attempt(s) by You to treat the Home or to make arrangements for the treatment of the Home shall constitute Your default of the Lease.

9. SEVERABILITY. Should any court of law consider any provision of this Addendum to be unenforceable, then that provision shall be considered severed from this Addendum and the remainder of this Addendum shall continue in full force and effect. If required, the parties agree that a court of law should construe the remaining nonsevered provisions in a context consistent with the Addendum as a whole.

10. INDEMNIFICATION. You understand and agree that You shall indemnify Us and hold Us and Our Agent(s) harmless from any and all claims, liabilities, costs, rents, fines, fees, attorney's fees, and any other monetary damage that may result from Your breach of the duties arising under this Addendum.

11. EXECUTION BY PARTIES. We and You duly execute this Addendum, whether electronically or by signing below, on the respective dates written below or otherwise noted in electronic format. By executing this Addendum, YOU ACKNOWLEDGE HAVING READ AND AGREED TO ALL THE PROVISIONS OF THIS ADDENDUM. You further acknowledge having received a copy of this Addendum. This Addendum constitutes the ENTIRE agreement between the parties and NO statement, oral or written or otherwise, not contained or described herein shall be binding on either party. No subsequent amendment to this Addendum or the Lease or any statement, oral or otherwise, by either party to this Addendum shall be binding unless it is in writing and signed by all parties.

LESSEE(s)

Lessee: _____ Date: _____

Lessee: _____ Date: _____

Lessee: _____ Date: _____

Lessee: _____ Date: _____

LESSOR:

Lessor or its Authorized Agent: _____ Date: _____