

Bed Bug Disclosure Statement



_____ (Lessee) and Auburn Realty, LLC (Lessor) pertaining to
_____ (Premises), Auburn, Alabama hereby agrees to the following and
to perform all the responsibilities stated herein:

LESSOR hereby represents and agrees that it is not aware of an infestation or presence of bed bugs in the unit or building in which the unit is located; or, if there was a prior infestation or presence in the unit or building, it has been professionally treated by a licensed pest control vendor and is believed to be free of further infestation. If LESSEE fails to report any pest infestation and/or problem with the Premises within 10 days of move-in, it shall be an acknowledgement by LESSEE that the Premises are acceptable, in good condition and pest free

LESSEE hereby represents and agrees that Lessee is not aware of an infestation or presence of the pest in Resident's current or previous residence, buildings, home, or occupancy. Lessee represents and agrees that Lessee is not aware of any bed bug infestation or presence in any of his or her furniture, clothing, or personal property and possessions and has fully disclosed any previous bed bug infestation which Lessee may have experienced. Lessee represents and agrees that if he or she has not been subjected to or living in an environment, unit, or home in which there was a bed bug infestation or presence. Lessee 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 a licensed professional pest control service and believes that such items are believed to be free of further infestation. In the event Lessee discloses a previous experience of bed bug infestation, Lessor shall have the right to see documentation of the treatment and inspect Lessee's personal property and possessions to confirm the absence of bed bugs.

Lessee shall always allow Lessor and its pest control vendors to have access to the apartment at reasonable times and hours for inspection, pest control, and treatment of bed bugs. Lessee and social guests, and invitees shall cooperate and shall not interfere with Lessor's and its pest control vendors' inspections or treatments.

Lessee shall promptly notify Lessor of any conditions that may indicate the presence of bed bugs in the Premises or in any of Lessee's clothing, furniture, and personal property. Lessee shall promptly notify Lessor of any recurring or unexplained bites, stings, irritations, sores of the skin or body which Lessee believes are occurring from bed bugs or from any condition or pest believed to be within the apartment. Lessee shall promptly notify Lessor if he or she discovers any condition or evidence that might indicate the presence or infestation or bed bugs or of any confirmation of bed bug presence by a pest control service or other authoritative source.

Lessee shall not try to treat the Premises for a bed bug infestation on his own and acknowledges that Lessor has the full right to select a licensed and qualified professional pest control vendor to perform treatments and cleaning of the Premises and building. Lessor shall have the right to set all conditions necessary for inspection and treatment of the Premises for the presence or infestation of bed bugs. Lessor shall have the same right of inspection and treatment of adjacent or neighboring units to the infestation even if those units are not the source or cause of the known infestation.

Upon confirmation of the presence or infestation of bed bugs, Lessee must and will cooperate and coordinate with Lessor and its pest control service to treat and eliminate the bed bugs. Lessee must and will follow all directions and requirements of Lessor or its vendor to clean and treat the unit and building in which the infestation is located. The Lessee is hereby required to remove or destroy personal property that cannot be treated or cleaned. Lessor shall have the right to select the method or treating the unit, building, and common areas of the Premises for bed bugs. Lessee is responsible for and must treat his or her own personal property and possessions as per the Lessor or its vendor's instructions.

In the event bed bugs are determined to be in the unit, Lessor shall have the right to terminate the lease and require Lessee to vacate the apartment and remove all furniture, clothing, and personal belongings in order to treat the unit and building. Lessor shall have the right to terminate the lease and obtain possession of the unit regardless of who is responsible for causing the infestation or presence of bed bugs. A determination of the cause or source of the bed bug infestation or presence may occur at a later date after the lease has been terminated, all personal property has been removed, and possession has been returned to management.

Lessee does not have the right to withhold possession of the unit and refuse to move until Lessor has his or her personal property and possessions treated and cleaned. Lessee must first move and treat his or her personal property in accordance with widely accepted treatment methods and procedures as established by a licensed professional pest control service provider.

If Lessee, social guests, or invitees are responsible for causing or introducing bed bugs into the unit, Lessee shall be in default of the lease and shall be liable for all rent, damages, cleaning and pest control fees and other charges as provided in the Lease. Lessee shall pay all reasonable costs or cleaning and pest control treatment Lessor incurs to remedy Lessee's breach of the Lease. If Lessor must move other residents out of their units in order to treat adjoining or neighboring units, then Lessee shall be liable for payment of any lost rental income and other expenses incurred by Lessor to relocate the "neighbors" and perform pest control treatment to eradicate an infestation in their units. The fact that a Lessee was unaware that he or she or their guests was bringing bed bugs into the unit will not relieve the Lessee of liability.

It is important that Lessee use good housekeeping practices, including the following:

- a) Lessee shall keep the apartment home clean and free of clutter. Clean and vacuum on a regular weekly basis.
- b) Lessee shall not use secondhand or rental furnishings unless they have been thoroughly inspected by qualified pest control applicators for the presence of bed bugs, especially beds and mattresses. Used items may be infested with bed bugs. If you must use rented or secondhand items, inspect them carefully, in compliance with this Addendum, and Lessee agrees not to use any item that shows signs of bed bugs, egg or larvae infestation. Lessee shall not bring discarded items from the curbside into the Premises.
- c) Lessee shall check for hitch-hiking bed bugs. After staying in a hotel or another home, before you re-enter the Premises (your unit) Lessee agrees to inspect their clothing, luggage, shoes and belongings for signs of bed bugs and to check backpacks, shoes and clothing after visits to family or friends, theaters or after using public transportation. After guests visit, Lessee agrees to inspect beds, bedding and upholstered furniture

If any portion of 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 disclosure so as to carry out the intent ad effect of the parties.

LESSEE FURTHER AGREES to indemnify and hold harmless LESSOR and Owner from any suits, actions, claims, losses, damages, and expenses (including reasonable attorney's and court costs) and any liability whatsoever that LESSOR or Owner of the Premises may sustain or incur as a result of Lessee's failure to comply or perform with the obligations set forth above or as the result of intentional or negligent action or failure to act on the part of Lessee or any other person living in, occupying, or using the Premises. Lessee further understands that if Lessee fails to comply with the responsibilities as stated herein the Lessee can be held responsible for any and all property damage to the premises and any and all health problems that may result as their failure to comply. Under no circumstances shall Lessor or Lessee be liable to each other for punitive damages for breach of contract or mere negligence related to bed bugs. Lessee hereby certifies that Lessee has read and understood the contents of this Bed Bug Disclosure Statement.

Lessee and Lessor hereby agree that this Bed Bug Disclosure Statement hereby becomes an attachment to the current Lease ending on _____, 20 ____.

_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date

Lessor			