# **TEXAS REALTORS**

### **BED BUG ADDENDUM**

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#### ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT

5312 Fayette Street, Houston, TX 77056

#### A. REPRESENTATIONS:

- (1) Landlord is not aware of any evidence indicating the presence of bed bugs currently in the Property.
- (2) Tenant has inspected the Property and found no evidence indicating the presence of bed bugs in the Property.
- (3) Tenant represents: (Check only one box.)
- (a) Tenant is not aware of any evidence indicating the presence of bed bugs in Tenant's or any occupant's: (i) current or previous residence(s); or (ii) personal property.
- (b) Tenant is aware of the following evidence indicating the presence of bed bugs in Tenant's or any occupant's: (i) current or previous residence(s); or (ii) personal property:

Tenant further represents that Tenant's and any occupant's personal property has been treated by a licensed pest control operator and that such personal property is free from bed bugs.

- B. NOTICE: Tenant must immediately notify Landlord, in writing, if:
  - (1) Tenant becomes aware or discovers evidence of the presence of bed bugs in the Property, including in any personal property within the Property; or
  - (2) Tenant, an occupant, Tenant's family members, or a guest or invitee of Tenant experiences any bites or other irritations on the body believed to be caused by (i) bed bugs; or (ii) any other condition or pest in the Property.

#### C. TREATMENT:

- (1) If the presence of bed bugs in the Property is confirmed, Tenant must:
  - (a) allow Landlord and Landlord's agents access to the Property at reasonable times without first attempting to contact Tenant and without notice to perform bed bug inspections or treatments;
  - (b) comply with all instructions from Landlord or Landlord's agents to clean and treat the Property;
  - (c) remove or destroy personal property that cannot be treated or cleaned, and properly dispose of such property; and
  - (d) pay all reasonable costs in connection with the inspection, cleaning, and treatment of the Property as a result of the presence of bed bugs in the Property, if caused by Tenant, an occupant, Tenant's family members, or a guest or invitee of the Tenant.
- (2) All decisions regarding the selection of the licensed pest control operator and method of treatment will be at Landlord's sole discretion.
- D. LIABILITY: Unless caused by Landlord, Landlord is not responsible to Tenant, an occupant, Tenant's family members, or a guest or invitee of the Tenant for any damages, injuries, or losses to person or property caused by the presence of bed bugs in the Property. <u>Tenant will protect, defend, indemnify, and hold Landlord and Landlord's agents harmless from any damages, costs, attorney's fees, and expenses that are caused by <u>Tenant</u>, an occupant, Tenant's family members, or a guest or invitee of the Tenant's family members, or a guest or invitee of the Tenant in connection with the presence of bed bugs in the Property.</u>
- **E. DEFAULT:** If Tenant fails to comply with this addendum, in addition to exercising Landlord's remedies under Paragraph 27 of the above-referenced lease, Tenant must immediately reimburse Landlord the amounts under this addendum for which Tenant is responsible.

(TXR 2013) 07-08-22 Landlord or Landlord's Representative: (TXR 2013) 07-08-22 Landlord or L Bed Bug Addendum concerning: 5312 Fayette Street, Houston, TX 77056

## F. RESOURCES FOR MORE INFORMATION: For more information about bed bugs, Tenant may visit one of the websites listed below.

Texas Department of Health and Human Services: <u>https://www.dshs.texas.gov/phs/bedbugs.aspx</u> United States Environmental Protection Agency: <u>https://www.epa.gov/bedbugs</u> Texas A&M Agrilife Extension: <u>https://citybugs.tamu.edu/factsheets/biting-stinging/bed-bugs/</u>

Elizabeth F. Coblentz	dotloop verified 05/01/23 11:21 AM CDT 7NLT-TFQG-K2RV-YD3Y		
Landlord	Date	Tenant	Date
Landlord	Date	Tenant	Date
Or signed for Landlord under written property ma			
agreement or power of attorney:		Tenant	Date
By:			
Бу		L Tenant	Date
Printed Name:			
Firm Name:			