

BED BUG ADDENDUM

Addendum Date: _____
_____ [“Management”] as Owner of _____ as Agent for the Owner of Creekside Of Auburn
[“Community Name”] enters into this Bed Bug Addendum to the Apartment Rental Contract with _____ [“Resident”],
pertaining to Apt. No. _____ located at _____ [Address]. This addendum is part of the Apartment Rental Contract dated
_____ [Date of Lease].

1. This Addendum is part of the Apartment Rental Contract and deals with the difficulties and associated problems when bed bugs (*cimex lectularius*) are found in or infesting an apartment or personal property located in the apartment.
2. Both Management and Resident agree that inspected the apartment prior to move-in and did not observe any evidence of bed bugs or a bed bug infestation.
3. Management represents and agrees that it is not aware of an infestation or presence of bed bugs in the apartment or building in which the apartment is located; or, if there was a prior infestation or presence in the apartment or building, it has been professionally treated by a licensed pest control vendor and is believed to be free of further infestation.
4. Resident represents and agrees that he or she has read the information about bed bugs provided by Management and is not aware of an infestation or presence of the pest in Resident’s current or previous apartments, home, or occupancy. Resident represents and agrees that he or she 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 Resident may have experienced. Resident represents and agrees that if he or she has not been subjected to or living in an environment, apartment, or home in which there was a bed bug infestation or presence. Resident represents that if he or she was previously living in an apartment 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 Resident discloses a previous experience of bed bug infestation, Management shall have the right to see documentation of the treatment and inspect Resident’s personal property and possessions to confirm the absence of bed bugs.
5. Resident acknowledges that used or discarded furniture, clothing, and personal property obtained from other owners or found abandoned and discarded can contain bed bugs which will infest apartment, be extremely difficult to control, and the costs associated with treating bed bugs and lost revenues associated with it are expensive. Resident represents and agrees that he or she shall not create or allow a condition or personal property to enter the apartment that will allow an infestation or presence of bed bugs in the apartment. Resident shall not engage in risky behavior or bringing furniture, clothing, or personal property found on the street, in a dump, or acquired second hand or used without confirming the absence of bed bugs or properly and professionally cleaning and treating the items by a licensed professional pest control service before bringing such items into the apartment.
6. Resident shall allow Management 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. Resident and his family members, occupants, social guests, and invitees shall cooperate and shall not interfere with Management’s inspections or treatments.
7. Resident shall promptly notify Management of any conditions that may indicate the presence of bed bugs in the apartment or in any of Resident’s clothing, furniture, and personal property. Resident shall promptly notify Management of any recurring or unexplained bites, stings, irritations, sores of the skin or body which Resident believes are occurring from bed bugs or from any condition or pest believed to be within the apartment. Resident shall promptly notify Management if he or she discovers any condition or evidence that might indicate the presence or infestation of bed bugs or of any confirmation of bed bug presence by a pest control service or other authoritative source.
8. Upon confirmation of the presence or infestation of bed bugs, Resident must cooperate and coordinate with Management and its pest control service to treat and eliminate the bed bugs. Resident must follow all directions of management or its vendor to clean and treat the apartment and building in which it is located. The Resident is required to remove or destroy personal



property that cannot be treated or cleaned.

9. In the event bed bugs are determined to be in the apartment, Management shall have the right to terminate the lease and require Resident to vacate the apartment and remove all furniture, clothing, and personal belongings in order to treat the apartment and building. Management shall have the right to terminate the lease and obtain possession of the apartment – regardless of who is responsible for causing the infestation or presence of bed bugs. Due to the difficulty of treating and repetitive treatments necessary to control the infestation, Resident must vacate the apartment and remove all personal property and possessions to provide full access and fully treat and clean the apartment. Resident must vacate the premises, removing all personal property and persons in order for Management to perform pest control services.

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. Resident does not have the right to withhold possession of the apartment and refuse to move until Management has his or her personal property and possessions treated and cleaned. Resident 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. A Resident who fails to vacate after the lease has been terminated will be liable for double holdover rent as provided in the Apartment Rental Contract.

10. Management shall have the right to select the method of treating the apartment, building, and common areas of the apartment community for bed bugs. Resident is responsible for and must treat his or her own personal property and possessions.
11. If resident is allowed to transfer on-site to another apartment in the community, Resident must have his or her personal property and possessions professionally treated by a licensed pest control service prior to move-in and cooperate in preventing further infestation or spreading of bed bugs to another apartment or building by having all personal property and possessions treated or cleaned by a licensed professional pest control service. Resident shall cooperate in providing proof of such cleaning and treatment to Management's satisfaction. Resident will not be eligible for transfer on-site to another apartment in the community if Resident or Resident's family members, occupants, social guests, or invitees caused or are responsible for the infestation or presence of bed bugs in the apartment or building.
12. If Resident or Resident's family members, occupants, social guests, or invitees are responsible for causing or introducing bed bugs into the apartment, Resident 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 Apartment Rental Contract. Resident shall pay all reasonable costs or cleaning and pest control treatment Management incurs to remedy Resident's breach of the Apartment Rental Contract. If Management must move other residents out of their apartments in order to treat adjoining or neighboring apartments, then Resident shall be liable for payment of any lost rental income and other expenses incurred by Management to relocate the neighbors and perform pest control treatment to eradicate an infestation in other apartments.
13. In the Resident or Resident's family members, occupants, social guests, or invitees are not responsible for causing or introducing bed bugs into the apartment, Resident shall not be in the default of the Apartment Rental Contract but still must vacate the apartment and return possession upon termination of the lease. The fact that a Resident was unaware that he or she was bringing bed bugs into the apartment will not relieve the Resident of liability in the Resident knew or should have known about the infestation or engaged in risky behavior that was likely to start an infestation within the apartment.
14. Under no circumstances shall Management or resident be liable to each other for punitive damages for breach of contract related to bed bugs.

Under no circumstances shall Management or Resident be liable to each other for punitive damages for mere negligence related to bed bugs.
15. Resident shall promptly report to Management any known or suspected bed bug infestation or presence in the apartment. Resident shall not try to treat that apartment for a bed bug infestation on his own and acknowledges that Management has the full right to select a licensed and qualified professional pest control vendor to perform treatments and cleaning of the apartment and building. Management shall have the right to set all conditions necessary for inspection and treatment of the premises for the presence or infestation of bed bugs. Management shall have the same right of inspection and treatment of adjacent or neighboring apartments to the infestation even if those apartments are not the source or cause of the known



infestation.

You must report any signs or suspicions of bed bugs to Management as soon as possible and cooperate in providing access for inspection and treatment.

It is important that you use good housekeeping practices. Clean and vacuum on a regular weekly basis.

16. 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 addendum so as to carry out the intent ad effect of the parties.

Name of Owner or Management Company

Resident _____

By: _____

As: _____ (Title)



MOLD AND MILDEW ADDENDUM

This Mold and Mildew Addendum (the "Addendum") dated _____ attached to and made a part of the lease dated _____ (the "Lease") by and between Woodruff Property Management Company _____ as agent for owner of the apartments ("Lessor"), and _____ ("Resident") for unit number _____ (the "Unit") in _____ apartments (the "Apartments").

Resident acknowledges that it is necessary for resident to provide appropriate climate control, keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Resident agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls, floors, ceilings and other surfaces as soon as reasonably possible. Resident agrees not to block or cover any of the heating, ventilation or air-conditioning ducts in the Unit. Resident also agrees to immediately report to the management office in writing; (I) any evidence of a water leak or excessive moisture in the Unit, as well as in any storage room, garage or other common area; (ii) any evidence of mold-or-mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating, ventilation or air conditioning system in the Unit; and (iv) any inoperable doors or windows. Resident further agrees that Resident shall be responsible for damage to the Unit and Resident's property as well as injury to Resident and Occupants resulting from Resident's failure to comply with the terms of this Addendum.

A default under the terms of this Addendum shall be deemed a material default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity. Except as specifically stated herein, all other terms and conditions of the lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control. Any term that is capitalized but not defined in this Addendum that is capitalized and defined in the Lease shall have the same meaning for purposes of this Addendum as it has for purposes of the Lease.

Resident or Residents:
(all Residents must sign here)

Lessor:
Woodruff Property Management

Resident's Signature

Resident's Name

Resident's Unit No.

By: _____
Authorized Representative



Pet Addendum

This contract is made this _____ day of _____, _____. For and in consideration of \$1.00 and other valuable consideration, the sufficiency and receipt of which all parties hereby acknowledge having received Woodruff Property Management Company as agent for the owner of _____ and _____ (Residents), have signed this addendum to cover the obligations and needs entailed in keeping a pet at a condominium community. This addendum applies to a lease dated _____ with respect to unit number _____.

No resident is permitted to have a pet without having signed this addendum. Residents are allowed to keep a pet only under the following terms and conditions, and Management shall have the right to terminate the Resident's rental contract or terminate resident's right of possession for a violation of this Addendum. Resident is not permitted to add or substitute pets for those described below without prior written consent of Management.

Our apartment community has a weight limit of 40 lbs per animal, and only common domestic pets are permitted. Exotic, vicious, or dangerous animals are not allowed. Each Resident is expected to know the needs of their pets and carefully supervise all aspects of the pets life.

DESCRIPTION OF PET(S):

Please list the following information: Type of pet, breed, name, age, weight, coloring.

1.) _____

2.) _____

3.) ADDITIONAL CONDITIONS:

1. The term of this Addendum shall be the same as that specified in the above referenced rental contract.
2. Management shall have the right to require Resident to remove the pet from the Resident's apartment and from the apartment community for a violation of this addendum, in addition to the remedy of terminating the rental contract.
3. FEES AND SECURITY DEPOSITS: Resident agrees to pay the following charges, fees and/or deposit, as indicated. Resident acknowledges and agrees that pets generally cause damages to flooring, carpeting, walls, and doors which exceed normal wear and tear.

_____ Addition Rent: Resident shall pay \$30 as additional rent per pet which is due on the first day of each month along with Rent.

_____ Non-Refundable Pet Fee: A non-refundable one-time pet fee per pet of \$300 shall be due. Payment of said fee does not constitute liquidated damages, and Resident shall remain liable for all damages exceeding normal wear and tear (without regard to whether a pet has been kept in said premises), rents, and other sums or charges which are or will come due under the Rental Contract. The Non-Refundable pet fee is not a security deposit.

_____ Pet Registration: A non-refundable one-time pet registration fee of \$50 shall also be due per pet.

- 4.) Removal: Resident acknowledges and agrees that the above rent and fees do not constitute liquidated damages and are not a limit on the amount of damages, repairs, pesticide treatment, and cleaning fees which may come due. Resident is responsible for payment of any replacement of carpeting, flooring, sub-flooring, and flea treatments, shampooing, or deodorization.
- 5.) Pet Rules and Regulations:
 1. Resident shall control and prevent pet from barking or other behavior which disrupts or interferes with other resident's quiet enjoyment of their premises or disrupts management in carrying out its day-to-day business on the property. Resident shall not allow or permit their pet to attack or bite any other person or pet. Resident shall not abandon or neglect their pets in any manner.
 2. Resident shall feed, water, clean, care, and supervise their pets at all times. In the event Management discovers that Resident's pet appears to be abandoned, neglected, abused, unattended, unsupervised, causing damage to the apartment or apartment community, or in need of emergency or veterinary treatment, Resident grants Management the right to take such steps as Management in its discretion deems necessary to protect the animal, protect other persons, and prevent damages to property including, but not limited to, entry into resident's apartment and removal of the animal from the apartment community and delivery of the same to the county animal control department, The Humane Society, a veterinarian, or a temporary or permanent foster home.
 3. Resident shall maintain all pets on a leash at all times when the animal is outside the apartment or on any portion of the apartment community. Pets are not permitted to run free or unleashed around the property. Resident shall provide a proper and appropriate cage, bedding, or sleeping pallet suitable and appropriate for the particular pet, taking in to consideration the



pet's characteristics and temperament.

4. All pets shall be properly licensed and must display the proper tags and identification to show that they have received proper vaccinations and treatment for rabies or transmittable diseases. Dogs and cats shall have a collar with a tag showing the name, phone number, and address of its owner.
5. Resident shall be responsible for cleaning up all pet feces and disposing of the same in a clean, sanitary manner. Resident shall not permit any pet excrement or urine on common area hallways, steps, or walkways. Resident shall not allow pet excrement or urine to damage landscaping, flowers, shrubs, or grass. Pets must be walked only in designated "Pet Areas" or, if none, in natural, wooded areas surrounding or off the apartment community property.
6. Pets shall not be tied or tethered to buildings, patios, balconies, landscaping, trees, stakes, or any portion of the apartment community common areas or grounds.
7. Pets are not permitted in the Management/Leasing office, clubhouse, laundry rooms, fitness areas, swimming pool, tennis courts, or any other recreational amenity or facility on the property.
8. Other:

In witness thereof, the parties have caused these presents to be signed in person or by a person duly authorized the day and year above written.

Management, As Authorized Agent

Resident

