



TEXAS ASSOCIATION OF REALTORS®

BED BUG ADDENDUM

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.

©Texas Association of REALTORS®, Inc. 2018

ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT _____

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. 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 Tenant, an occupant, Tenant's family members, or a guest or invitee of the Tenant in connection with the presence of bed bugs in the Property.

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.

(TAR-2013) 02-01-18 Tenants: _____, _____, _____, _____ & Landlord or Landlord's Representative: _____, _____ Page 1 of 2

Bed Bug Addendum concerning: _____

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: <https://www.dshs.texas.gov/phs/bedbugs.aspx>

United States Environmental Protection Agency: <https://www.epa.gov/bedbugs>

Texas A&M Agrilife Extension: <https://citybugs.tamu.edu/factsheets/biting-stinging/bed-bugs/>

Landlord Date

Tenant Date

Landlord Date

Tenant Date

Or signed for Landlord under written property management agreement or power of attorney:

Tenant Date

By: _____

Tenant Date

Printed Name: **Scott Wilkinson, broker**

Firm Name: **Uptown Dallas Properties**