

Pest Prevention Addendum

The last time the landlord/agent inspected this apartment, it was found to be free of insects infestations by bed bugs, fleas, cockroaches, carpenter ants and hornets. You are under an obligation at move-in to inspect the apartment for any infestation of insects. If you find any insect infestations, you must report this to the landlord/agent immediately. As a reminder, an infestation does not include spiders, mosquitoes, flies, honey bees, sugar ants, silverfish, earwigs, etc. Nevertheless, if these insects are present, the landlord/agent should be notified.

If the tenant has any knowledge of an insect infestation during your tenancy, the tenant should notify the landlord/agent immediately. Such notification constitutes permission for the landlord/agent to enter the tenant's dwelling unit during business hours for the purpose of inspecting or for controlling any insect infestation.

A tenant who fails to notify the landlord/agent of the presence of an insect infestation will be held liable for **all** insect infestation control expenses for the unit or home and surrounding units that are or may become infested with insects. Such expenses may include, but are not limited to, the cost of insect/pest control treatment(s). This could exceed several thousand dollars and may include removal of carpeting or other kinds of flooring, the removal or replacement of cabinets or other surfaces, repainting and all costs born by the landlord/agent for each tenant displaced from an apartment unit that became infested with insects as a result of your failure to notify the landlord/agent of the presence of an insect infestation.

Treatment of pest infestations that were found to be the result or tenant action (or inaction) is the responsibility of the tenant to pay for. This includes any and all steps taken to make the property pest free again. Examples of this could be, but not limited to, flea removal from tenant pets.

Upon notice from a landlord/agent, the tenant shall grant the landlord, his agent, employee, pest control companies and other individuals, access to the tenant's unit for the purpose of conducting an inspection for controlling insect infestations.

- 1) If the tenant fails to cooperate with the landlord/agent, landlord/agent's agent and employees, or the landlord/agent's designated pest control company in a manner in which they have determined is necessary to satisfactorily complete requisite treatments to control an insect infestation, the tenant will be found to have violated the Wisconsin statute §704.07(3) for failure to maintain their dwelling unit materially affecting health and safety. A violation of this section entitles the landlord/agent to terminate the tenancy and seek damages
- 2) The tenant shall comply with what is deemed necessary by the pest control company to rid the unit of the insect infestation.
- 3) The tenant and landlord/agent shall not apply any bedbug/insect infestation control treatments as this must be completed by an insect/pest control professional.
- 4) The control of an insect infestation may constitute damages to unit beyond normal wear and tear and the landlord/agent may itemize and deduct from the tenant's security deposit those actual costs pursuant to Wisconsin statute 704.07 (3).
- 5) The landlord/agent shall have a separate cause of action for the collection of costs related to the control of insect infestation that exceed a tenant's security deposit and for which the tenant is liable to the landlord/agent.

REFER TO THE RESIDENT GUIDE FOR GUIDELINES & RULES TO AVOID PEST ISSUES

TENANT 1: _____

DATE: _____

TENANT 2: _____

DATE: _____

TENANT 3: _____

DATE: _____

TENANT 4: _____

DATE: _____

TENANT 5: _____

DATE: _____

TENANT 6: _____

DATE: _____

LANDLORD/AGENT: _____

DATE: _____