

ADDENDUM TO OCCUPANY AGREEMENT
CITATION GARDENS CO-OPERATIVE CORPORATION No. 6
BEDBUGS – TREATMENT & PREVENTION
Effective June 1, 2019

Bedbug infestations are an ongoing problem for multifamily housing as well as other types of living spaces. The Centers for Disease Control and Prevention provide information relevant to recognizing Bedbug activity (signs of bites, molts, etc.), typical reactions to bites (itching, loss of sleep, severe allergic reaction, etc.) and links to other resources that increase awareness of this now common problem (see <https://www.cdc.gov/nceh/ehs/topics/bedbugs.htm>). There are additional resources available via the Internet (EPA Bed Bug, www.epa.gov/bedbugs; National Pest Management Association Best Management Practices for Bedbugs, www.bedbugsbmps.org; Bed Bug central, www.bedbugscentral.com). This Addendum is based on Arizona SB 1306, Section 33-1319, enacted in 2011 which details obligations of the Coop and the Members regarding Bedbug infestations and control. A copy of this document is available from the Coop on request by any Member.

Both the Coop and Members have obligations to ensure that Bedbugs do not infest the property and that any infestation that may occur is promptly addressed and mitigated. It is stressed that only a licensed pest control applicator may be used to inspect an infested unit to assess the extent of the infestation, recommend the mitigation process, and conduct the mitigation and any follow up inspections and/or treatments that may be needed.

Note that “mitigation” means the process by a licensed pest control applicator used to try to eliminate or manage the Bedbug infestation by poisoning, spraying, fumigating, trapping, heat treatment, or any other recognized and lawful pest control method, including repeated applications of any treatment, particularly to areas where Bedbugs are likely to congregate. Also, “surrounding unit” means a unit that shares a common wall with or that is directly above or below an infested unit.

A. Coop Responsibilities.

1. The Coop shall maintain all units free of an infestation of Bedbugs.
2. The Coop shall not permit transfer of a Membership Certificate for any unit known to have a current Bedbug infestation until the infestation has been mitigated by a licensed pest control applicator and certification of the change in status of the unit has been received from the pest control applicator.
3. Within seven (7) business days after receiving written, electronic, or oral notice of a possible Bedbug infestation from a Member, the Coop or its authorized agent will arrange for a licensed pest control applicator to visually inspect the Member’s unit for Bedbugs. Within seven (7) business days after finding evidence that a Bedbug infestation exists in the Member’s unit, the Coop or its authorized agent shall arrange to start the process of mitigation of the Bedbugs in the unit.
4. The Coop shall provide the Member with written notice of the Bedbug mitigation treatment protocol at least three (3) business days before the initial treatment. Notice shall be deemed received by the Member on the date the notice is personally delivered by a Member of the Board of Directors or an authorized agent of the Coop or on the date the notice is mailed first class.
5. The Coop shall be responsible for the Bedbug mitigation expenses of the infested unit and any surrounding units that were also identified as being infested unless it is established that the negligent actions of the Member caused the infestation or a re-infestation.

B. Members Responsibilities.

1. The Member shall maintain his/her unit free of an infestation of Bedbugs.
2. The Member shall not move any and all personal property (furniture, clothing, mattresses, bedding, etc.) that contain Bedbugs into his/her unit.
3. The Member agrees to do his/her part to maintain his/her unit free of Bedbugs by continuing to check any personal property for Bedbugs; checking all luggage, clothing and other personal belongings for Bedbugs if the Member stays in a hotel or visits another home; or uses public transportation; or uses other public areas that may carry Bedbugs. In addition, the Member agrees to inspect furniture, bedding, and personal belongings after guests visit or stay in his/her unit to ensure no Bedbugs were brought on the Coop's property.
4. The Member acknowledges that used, abandoned, discarded furniture, clothing, and personal property can contain Bedbugs. The Member shall not allow such items to enter his/her unit without confirming the absence of Bedbugs or having such items properly and professionally cleaned and treated by licensed pest control before bringing such items into his/her unit.
5. The Member shall provide the Coop or its authorized agent with written or electronic or oral notification within three (3) business days if the Member knows of or suspects the presence of Bedbugs in his/her unit. This notice constitutes permission to the Coop or its authorized agent to enter the unit for the sole purpose of inspecting for or mitigation of Bedbugs.
6. After receiving notice from the Coop or its authorized agent of a Bedbug inspection or mitigation, the Member shall provide the Coop and the Coop's licensed pest control applicator access to the unit.
7. The Member shall comply with the Bedbug mitigation protocol established by the licensed applicator, which may include pretreatment activities, temporary evacuation of the unit, and post-treatment activities. Furthermore, the Member has an obligation to report an ineffective treatment or re-infestation to the Coop or its agent within three (3) business days. Failure to follow the mitigation protocol shall result in financial obligations by the Member for any further mitigation treatments that may be required for Bedbug infestation of the Member's unit and surrounding units that may have been affected by the Member's negligence.
8. Under no circumstances shall the Member apply, or permit any unlicensed person to apply, any Bedbug control techniques that constitute mitigation.
9. If the Coop or its agent fails to inspect and, if necessary, mitigate a Bedbug infestation within the time prescribes in Section A of this Addendum, the Member shall provide written notice to the Coop or its agent of the Member's intention to correct the condition at the Coop's expense. If the Coop or its agent fails to correct the condition within ten (10) days after being notified by the Member in writing, the Member may cause the work to be done by a licensed pest control applicator, submit to the Coop or its agent an itemized statement for the pest control services, and deduct from his/her normal monthly Carrying Charge due the actual and reasonable cost of the pest control treatment not to exceed five hundred dollars (\$500.00 US) or one-half of the monthly Carrying Charge, whichever is greater.
10. If the Member fails to comply with any of the obligations prescribed in this Section, the Member may be held financially responsible for Bedbug mitigation expenses for his/her unit and surrounding units that are infested.

C. Bedbug Mitigation and Liabilities.

1. The Coop is deemed to have successfully mitigated a Bedbug infestation on completion of Bedbug treatment by a licensed pest control applicator.
2. The Coop or its employees, officers and agent cannot be held financially responsible by a Member or a Member's guest(s) for any damages caused by Bedbugs infesting the Member's unit.
3. The Member cannot be held financially responsible by the Coop or its agent for any damages caused by Bedbugs.

D. Inspection for Bedbugs and Clearance before Transfer of Membership Share.

1. Whether termination of the Occupancy Agreement is voluntary or the result of a Member being in default the Coop shall not permit transfer of the Membership Share to any other person without proof that a licensed pest control company has inspected the unit for bedbugs and certified that no infestation exists or has treated the unit and certified that an infestation has been mitigated.
2. The cost of the inspection shall be borne by the current Member or in the event of a Member's death by his/her estate. The Coop will cover the cost of any treatment unless the Member has failed in his/her responsibilities as detailed in **Section B** of this addendum.

Shareholder/Member Unit # Date

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