

INTEGRATED PEST MANAGEMENT PLAN

Ohio Revised Code Section 5321.05 of the Landlord-Tenant Act requires, in part, all tenants to:

- (A)(1) Keep that part of the premises that he/she occupies and uses safe and sanitary;
- (A)(2) Dispose of all rubbish, garbage, and other waste in a clean, safe and sanitary manner;
- (A)(5) Comply with the requirements imposed on tenants by all applicable State and Local housing, health and safety codes;

A. Prevention

Resident acknowledges that he/she will use their best efforts and care to avoid creating any conditions which would introduce, cause or promote the presence of bugs, vermin and/or insects in the premises or the community property. A Resident's infestation prevention responsibilities shall include, but are not be limited to, the following:

1. Resident acknowledges receiving a copy, and agrees to comply with, Landlord's Integrated Pest Management Plan ("IPM") concerning Bed Bugs prior to taking occupancy of the premises;
2. Do not feed wildlife or stray animals anywhere on community property;
3. Pet food shall be kept in a sealed containers; Pets shall be regularly inspected and treated for fleas and other parasites;
4. Resident shall regularly vacuum and clean premises to maintain health and safety standards;
5. Resident shall not allow trash to accumulate inside or outside the premises and shall remove trash from the premises in a plastic bag and place inside the dumpster and/or trash cans and be sure that lids and doors are closed.
6. Resident shall not place any furniture, clothing or any other items in the premises that were found or retrieved in or around any dumpster or other trash collection site;
7. Resident remains responsible to inspect and ensure that used furniture and clothing is thoroughly inspected for bugs, vermin and/ or insects prior to placing said item on the premises;
8. Landlord recommends that mattresses used or stored in the premises be wrapped or sealed in a mattress cover made of vinyl, plastic or other impervious material that can be sealed.

B. Duty to Notify the Landlord

Resident shall immediately report any infestation of bugs, insects and/or other vermin to Landlord in writing. Resident understands that the cost of extermination, and possibly the invasiveness of extermination, will be significantly reduced if the problem is reported as early as possible.

C. Cooperation with Extermination and Treatment Efforts

Resident understands that the Landlord's extermination and treatment efforts may necessitate Resident vacating the premises either temporarily or permanently in order for an infestation to be eradicated in the premises or on the project grounds. Resident shall fully cooperate with the Landlord in preparing the premises for extermination treatments based upon the guidelines provided by Landlord's pest control professional. Failure to fully cooperate with Landlord's instructions or with the Landlord's pest control professional's instructions or failure to provide access to the premises, given reasonable advance notice to enter for extermination and/or treatments, shall constitute grounds for an eviction. If the Landlord is required to reschedule extermination and/or treatment efforts due to the actions or inactions of the Resident, then the Resident will be billed for all expenses associated with rescheduling.

D. Cost of Extermination

Landlord reserves the right to charge the cost of treatment, eradication of infestation, and cleaning of infested areas to the Resident. If the Resident vacates the leased premises and bed bug infestation is subsequently discovered, Resident will be held responsible for the full cost of treatment, eradication and cleaning of the leased premises. In the event that infestation spreads from the leased premises, Resident may also be held responsible for the expense of treatment of such other areas infected. If it becomes necessary for the resident to temporarily or permanently vacate the premises as part of the eradication/treatment efforts, the Landlord shall not be liable for any cost of relocation. In the event Resident refuses to pay any invoice submitted by Landlord to Resident for the cost of extermination of the infestation, this sum shall become additional rent due and payable with the next monthly rent installment. In the event any additional rent is unpaid with the next monthly rent installment, the entire rental payment may be refused as a partial rent payment.

Termination of Tenancy

Landlord may terminate Residents' tenancy and Residents shall vacate the premises if any of the following apply:

1. Residents' actions or inactions contribute to or result in a pest infestation;
2. Residents' actions or inactions prevent or hinder Landlords' treatment of an infestation;
3. Landlord, in Landlords' sole discretion, or pursuant to the opinion of a licensed pest control professional, determines that the infestation in the premises and/or adjoining apartments cannot successfully or properly be treated with Residents continuing to live in the premises;
4. Noncompliance with any other terms of this Provision.