

## PET AND SERVICE ANIMAL ADDENDUM



Tenant agrees that these terms and conditions, which shall be incorporated into the lease agreement, and that having a pet on the premises is considered a privilege, not a right under the lease. Consent is hereby granted to Tenant to keep the described pet(s) on the leased premises, provided the below listed conditions are abided by:

**1. Additional Monthly Rent, Fee & Security Deposit.** Tenant shall pay a non-refundable pet processing fee as notified by Landlord per pet for application processing. If the application is approved, Tenant shall pay a pet fee as notified by Landlord, as additional rent, for having the pet in the premises. Tenants applying for reasonable accommodation do not have to pay a pet application fee or pet rent, but must comply with the terms of this addendum, unless the Tenant requests an accommodation for a change in a rule if it is reasonable and necessary to accommodate the Tenant's disability during the tenancy.

**2. Inspection and Pictures.** Tenant shall provide, in whatever form requested, to Landlord a recent, colored photograph of the pet(s) depicting his or her full front and side view, or at the Landlord's request, present the pet(s) to the Landlord for physical inspection.

**3. Conditional Authorization.** Tenant hereby certifies that the pet(s) subject to this addendum satisfies all criteria herein listed and in the pet application for approval and acknowledges and agrees that he has the affirmative duty without notice to notify Landlord if the pet does not qualify now or at any time during the tenancy. Landlord may terminate permission of having a pet if Tenant violates his certification, his right of occupancy is lawfully terminated, or if Tenant or the pet, Tenant's guests, or any other occupant violates any of the rules in this Addendum. Tenant shall maintain liability insurance at all times in the amount(s) provided for in the lease agreement. If Tenant, guest or occupant violates any rule or provision of this Addendum and Landlord sends notice to remove the pet, Tenant must remove the pet immediately and permanently from the premises.

**4. Restrictions.** Only pets specifically approved by Landlord are allowed on the premises, and such pets must be pre-approved prior to entering the premises. The following types of pets are not permitted, regardless of whether the pet is a "pure" breed of this type or a partial breed of this type: Akita Alaskan Malamute, Chow Chow, Doberman Pinscher, German Shepherd, Pit Bull, Presa Canario, Rottweiler, Siberian Husky, Staffordshire Bull Terrier, or any other pets known to be aggressive or dangerous towards humans or other animals. No FHA animal is permitted that poses a direct threat to the safety to persons or would cause substantial physical damage to the property that cannot be reduced by another reasonable accommodation. Pets that interfere with property insurance are not permitted.

**5. Description.** Tenant may not substitute another pet or animal for the one(s) applied for and approved by Landlord without expressed approval of Landlord. Neither the Tenant nor his or her guests or occupants may bring any other pet or animal (mammal, reptile, bird, fish, rodent, or insect) onto the premises.

**6. Criteria.** Tenant hereby certifies that the applicant pet meets the following criteria. The pet:

- Has no history of harming or biting any person or animal, or attempting to do so;
- Has no history of destroying property;
- Has never been quarantined;
- Has no history of trying to escape its home such as jumping fences or digging under fences;
- Has never been the object of a criminal or civil action for violating a law or ordinance (e.g. dog bite, vicious animal);
- Does not have rabies or other disease or condition that is or could be harmful to persons or animals;
- Is always on a leash when outside a secured area (e.g. fence) and will always be on a leash when not in a secured area;
- Is not allowed to roam free outside a secured area;
- Is trained on how to properly behave around persons and animals; and
- Has current and continue to have current vaccination shots and records.

**7. Rules.** Tenant is responsible for the pet's actions at all times. Tenant agrees to abide by these rules:

- The pet must not disturb the neighbors' right to quiet use and enjoyment of their property or common areas.

- Pets must be house-trained, but if not, the pet must be properly secured and supervised at all times.
- No delivery or housing of offspring of the pet or animal is permitted on the premises.
- The animal or pet may only urinate or defecate outside of the residence in appropriate locations, and if the pet is a cat, must do so in an appropriate litter box with a proper litter-type mix, which shall be routinely maintained in a clean and sanitary manner.
- Pets may not be tied to a fixed object anywhere outside the dwelling, except in fenced yards (if any) for your exclusive use, and may not be kept in the hallways or on the balcony or lanais (if applicable).
- Tenant shall not let a pet into swimming-pool areas.
- Pets must be kept on a leash at all times while it is outside of the premises or fenced-area. If a fence is not provided or is removed, Tenant shall keep the pet on a leash at all times while it is outside of the secured premises.
- Tenant is responsible for immediately removing any waste of the pet and properly repairing and mitigating any damage caused by waste, and for any damage caused by the pet.
- Pets that require being let outside to urinate or defecate shall be so accommodated routinely, as needed by the pet, and as appropriate to avoid the pet doing so in the premises and damaging the premises.
- Notwithstanding the terms of this lease or Addendum, Tenant shall comply with all laws and ordinances regarding the pet, and it is the responsibility of the Tenant to be informed of such laws or ordinances.
- If a previously-accepted pet deceases or is removed from the premises for any reason, Tenant does not have automatic authorization to replace the pet. Tenant must request and apply for a new pet and shall pay applicable fees as provided herein.

**8. Additional Rules.** Landlord may impose reasonable changes to the pet rules as it deems necessary.

**9. Approval or Denial of Application.** Approval or denial of all pets is at Landlord's sole discretion and will be made in accordance with Fair Housing and Discrimination laws.

**10. Violation of Lease and Addenda.** Violation of this addendum is breach of the lease agreement. Any pet that poses a threat to persons or damage the premises may be removed from the premises immediately and any act of the same is a non-curable violation of the lease agreement.

**11. Unauthorized Pet.** If you have an unauthorized pet on the premises, you shall pay Landlord Unauthorized Pet fee of \$150 per unauthorized pet per week that the unauthorized pet is in the premises.

**12. Liability for Damages.** Each Tenant will be jointly and severally liable for the full amount of all damages caused by the pet (regardless of ownership).

**13. Indemnification and Waiver.** Tenant (a) agrees to fully indemnify and hold harmless Landlord for any damages or injury caused by the pet to another person or property; (b) waives any and all claims of liability, including damages, injuries, or losses to person, pet, or property, including attorney fees and costs, against Landlord and the property owner of the premises arising out of or resulting from the tenancy and having a pet on the premises; (c) agrees that Landlord has no expressed or implied duty to warn or protect any pet on the premises or to prevent any condition that may result in injury or harm to a pet; (d) agrees to take all reasonable actions and/or omissions to ensure the safety and well-being of all persons or property on the premises; (e) shall routinely and thoroughly inspect the premises for any condition on the premises that may be hazardous or dangerous to a pet, including but not limited to, poisonous plants, fences, holes, cracks, predators, neighboring animals, electrical wires or outlets, and weather, and shall take necessary actions to prevent and/or mitigate loss or injury.

**14. Vacate Requirements.** Before or upon Tenant vacate, Tenant shall pay any applicable pet cleaning fees as provided by the lease agreement in addition to any other cleaning fees required under the lease agreement, but if no such fees are provided for in the lease agreement, Tenant shall, at his or her cost, hire a professional, licensed and bonded company to "de-flea", clean using pet enzymes, and deodorize the premises no sooner than 2 days prior to the vacate date and shall provide Landlord with proof of service by the vacate date. In any case, should further cleaning or treatment be required after the Tenant vacates, because the Tenant's hire did not properly or fully clean the premises as required herein, this cost shall be at Tenant's expense as well.