

Animal Addendum

This addendum is part of your Lease Agreement and a binding contract. Read carefully before signing.

Please note:

We consider animals a serious responsibility and a risk to each resident in the dwelling and surrounding dwellings. If you do not properly control and care for an animal, you'll be liable if it causes damage or disturbs other residents.

1. Property Address: _____ (Number/street/Unit #)

(City/State/Zip)

2. Lease Contract:

Lease Contract Date: _____ Owners Name: _____
Residents (list all residents) _____

3. Conditional Authorization for Animal. You may keep the animal or animals described below in the dwelling until the Lease Contract expires. We may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you, your animal, your guest, or any occupant violates any of the rules in this addendum.

4. Animal Deposit. You must pay a one-time animal deposit of \$ _____ when you sign this addendum. This deposit adds to your total security deposit under the Lease Contract, and we consider that total balance a general security deposit for all purposes. Refund of the total security deposit is subject to the terms and conditions in the Lease Contract, and this animal-deposit portion of the total deposit is not separately refundable even if the animal is removed.

5. Assistance or Service Animals. When allowed by applicable laws, we may require written verification of or make other inquiries regarding the disability-related need for an assistance or service animal for a person with a disability. We will not charge an animal deposit, additional rent, or other fee for any authorized assistance or service animal. Except as provided by applicable law, all other provisions of this addendum apply to assistance or service animals.

6. Search and Rescue Dogs. We may ask the handler of a search and rescue dog for proof he or she is a person with a certification issued by a nationally recognized search and rescue agency before we authorize a search and rescue dog. If we authorize a search and rescue dog, we will not charge an animal deposit, additional rent or other fee for any such dog. Except as provided by applicable law, all other provisions of this addendum apply to search and rescue dogs.

7. Additional Monthly Rent. Your total monthly rent (as stated in the Lease Contract) will be increased by \$ _____.

8. Additional Fee. You must also pay a one-time nonrefundable fee of \$ _____ to keep the animal in the dwelling unit. The fee is due when you sign this addendum.

9. Liability Not Limited. The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damage, cleaning, deodorization, defleaing, replacements, or personal injuries.

10. Description of Animal. You may keep only the animal or animals described below. You may not substitute any other animal. Neither you nor your guests or occupants may bring any other animal—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community.

Animal's name: _____ Type: _____
Breed: _____ Color: _____ Weight: _____ # Age: _____
City of license: _____ License #: _____ Date of last rabies shot: _____
Housebroken? _____ Animal owner's name: _____

Animal's name: _____ Type: _____
Breed: _____ Color: _____ Weight: _____ # Age: _____
City of license: _____ License #: _____ Date of last rabies shot: _____
Housebroken? _____ Animal owner's name: _____

11. Special Provisions. The following special provisions control over any conflicting provisions of this addendum:

12. Emergency. In an emergency involving an accident or injury to your animal, we have the right—but not the duty—to take the animal to the following veterinarian for treatment, at your expense.

Doctor: _____ (Name and Name of Practice)

Address: _____ (Number/street/Unit #) _____ (City/State/Zip)

Phone: (_____) _____

13. Animal Rules. You are responsible for the animal’s actions at all times. You agree to follow these rules:

13.1 Shots and Licenses. The animal at all times must have current rabies shots and licenses required by law. You must show us evidence of the shots and licenses if we ask.

13.2 Disturbances. The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.

13.3 Housebreaking, Cages, Offspring. Dogs, cats, assistance or service animals, and search and rescue dogs must be house broken. All other animals must be caged at all times. No animal offspring are allowed unless listed in this agreement.

13.4 Indoor Waste Areas. Inside, the animal may urinate or defecate only in these designated areas: _____

13.5 Outdoor Waste Areas. Outside, the animal may urinate or defecate only in these designated areas: _____

13.6 Tethering. Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.

13.7 Off-Limit Areas. You must not let an animal—other than an assistance or service animal—into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units besides your own, except that search and rescue dogs shall be allowed to use areas of the property accessible to the general public, such as the leasing office. Certain service animals in training shall also be allowed to use those areas when accompanied by an approved trainer.

13.8 Food & Water. Your animal must be fed and given water inside the dwelling unit. You may not leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.

13.9 Leash. You must keep the animal on a leash and under your supervision when outside the dwelling or in any private fenced area. We or our representative may pick up unleashed animals, report them to the proper authorities, or do both. We’ll charge you a reasonable fee for picking up and keeping unleashed animals.

13.10 Animal Waste. Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property and you must take the animal off our property for that purpose. If we allow animal defecation inside the unit, you must ensure that it’s done in a litter box with a kitty-litter type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you must immediately remove the waste and repair any damage. In addition to the terms of this addendum, you must comply with all local ordinances regarding animal defecation.

14. Additional Rules. We may make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

15. Violation of Rules. If you, your guest, or any occupant violates any rule or provision of this addendum (in our judgment) and we give you written notice of the violation, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in paragraph 27 of the Lease Contract, including eviction and recovering damages and attorney’s fees from you.

16. Complaints About Animal. If we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents, we will give you written notice and you must immediately and permanently remove the animal from the premises.

17. Our Removal of an Animal. In some circumstances, we may enter the dwelling unit and remove the animal within one day after leaving a written notice in a conspicuous place.

17.1 Causes for Removal. We can remove an animal under this paragraph if, in our sole judgment, you have: (A) abandoned the animal; (B) left the animal in the dwelling unit for an extended period of time without food or water; (C) failed to care for a sick animal; (D) violated our animal rules; OR (E) let the animal defecate or urinate where it's not allowed.

17.2 Removal Process. To remove an animal, we must follow the procedures in paragraphs 27 and 28 of the Lease Contract, and we may turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within five days after we remove it, it will be considered abandoned.

18. Liability for Damage, Injuries, Cleaning. Except for reasonable wear and tear resulting from an assistance or service animal, you and all co-residents are jointly and severally liable for the entire amount of any damage the animal causes, including cleaning, defleaing, or deodorizing. This provision applies to all parts of the dwelling unit including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, and appliances, as well as landscaping and other outside improvements. If an `item cannot be satisfactorily cleaned or repaired, you must pay for us to replace it. Payment for damage, repairs, cleaning, replacements, and the like are due immediately upon demand. As the owner, you're strictly liable for the entire amount of any injury that your animal causes to another person or to anyone's property. You indemnify us for all costs of litigation and attorney's fees resulting from any such injury or damage.

19. Move-Out. Except for reasonable wear and tear resulting from an assistance or service animal, when you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. **We—not you—will arrange for these services.**

20. Multiple Residents. Each resident who signed the Lease Contract must also sign this addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this addendum, even if the resident does not own the animal.

21. General. You acknowledge that no other oral or written agreement exists regarding animals. Except for any special provisions noted in paragraph 11 above, our representative has no authority to modify this addendum or the animal rules except in writing as described under paragraph 14. This Animal Addendum and the animal rules are considered part of the Lease Contract described above.

I have read, understand and agree to comply with the preceding provisions: [All Residents must sign this addendum]

_____	_____	_____
Print Name of Resident	Signature	Date Signed
_____	_____	_____
Print Name of Resident	Signature	Date Signed
_____	_____	_____
Print Name of Resident	Signature	Date Signed
_____	_____	_____
Print Name of Resident	Signature	Date Signed
_____	_____	_____
Print Name of Resident	Signature	Date Signed

Owner or Owner's Representative (signing on behalf of owner)

_____	_____	_____
Print Name and Title	Signature	Date Signed

You are entitled to receive a copy of this Addendum after it is fully signed. Keep it in a safe place.