

Animal Addendum

Unit Number: _____

Lease Contract Date: _____

Resident Name: _____

Please Note: We consider animals a serious responsibility and a risk to each resident in the unit. If you do not properly control and care for an animal, you will be held liable if it causes any damage or disturbs other residents.

1. **CONDITIONAL AUTHORIZATION FOR ANIMAL.** You may keep the animal that is described below in the unit 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 and your animal, your guests or any occupants violate any of the rules in this addendum.
2. **ANIMAL DEPOSIT.** An Animal deposit will be charged. This animal deposit will increase the total security deposit under the lease contract. We will consider this additional security deposit a general security deposit for all purposes. Refund of the security deposit will be subject to the terms and conditions set forth in the lease contract. The additional security deposit is not refundable before all residents surrender the premises, even if the animal has been removed. The animal deposit is \$_____, and should be paid at time of completion of this addendum.
3. **ADDITIONAL MONTHLY RENT.** Your total monthly rent (as stated in the lease contract) will be increased by \$_____.
4. **ADDITIONAL FEE.** You must also pay a one-time non-refundable fee of \$_____ for having the animal in the unit.
5. **LIABILITY NOT LIMITED.** The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacement or personal injuries.
6. **DESCRIPTION OF ANIMAL.** You may keep only the animal(s) described below. You may not substitute any other animal for this one. Neither you nor your guests or occupants may

bring any other animal—mammal, rep-tile, bird, fish, rodent or insect into the unit or apartment community.

Animal's Name(s): _____

Type: _____ Color: _____

Breed: _____

Weight: _____ Age: _____

City of License: _____

License No.: _____

Date of last rabies shot: _____

Housebroken?: _____

Animal Owner's Name(s): _____

7. **SPECIAL PROVISIONS.** No reptiles and no pets allowed over 20lbs. We do not allow any aggressive breed of dogs. Any animal not described above must be approved in writing by management in this section. The following special provisions control over conflicting provisions of this printed form:

8. **EMERGENCY.** In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to the following veterinarian for treatment, at your expense:

Doctor: _____

Address: _____

City/State/Zip: _____

Phone: _____

9. **ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:
- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the unit.
 - Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
 - The animal may urinate or defecate **only** in these designated areas:

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

- e. You must not let an animal other than support animals into swimming pool areas, laundry rooms, offices, clubrooms, other recreational facilities or other units.
 - f. You must keep the animal on a leash and under your supervision when outside of the unit or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We will impose reasonable charges for picking up and/or keeping unleashed animals.
 - g. Unless we have designated a particular area on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property. You must take the animal off our property for that purpose. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you will be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says you must comply with all local ordinances regarding animal defecation.
10. **ADDITIONAL RULES.** We have the right to 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.
11. **VIOLATION OF RULES.** If you, your guest or any occupant violates any rule or provision of the Animal Addendum (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the lease contract, including damages, evictions and attorney's fees.
12. **COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises 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 the neighbors or other residents.
13. **OUR REMOVAL OF ANIMAL.** In some circumstances, we may enter the unit and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:
- a. Abandoned the animal;
 - b. Left the animal in the 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 is not supposed to.

In doing this, we must follow the procedures of the lease contract, and we may turn the animal over to a humane society or local authority. We will return the animal to you upon request if we have not already turned it over to the humane society or local authority. We do not have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you do not pick up the animal within 5 (five) days after we remove it, it will be considered abandoned.

14. **LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all other co-residents who have pets in the unit will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing and deodorizing. This provision applies to all parts of the unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand. As owner of the animal, you are strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You will indemnify us for all costs of litigation and attorney's fees resulting from any such damage.
15. **MOVE-OUT.** When you move out, you will 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.
16. **MULTIPLE RESIDENTS.** Each resident who signed a lease contract for this unit and has a pet must sign this Animal 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 Animal Addendum even if the resident does not own the animal.
17. **GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for special provisions noted above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the lease contract described above. It has been executed in multiple originals, one for your and one or more for us.

You are legally bound by this document. Please read it carefully.

Resident Signature _____

Date _____

Owner Representative _____

Date _____