

**PET AGREEMENT AND POLICIES**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_, Owner, and \_\_\_\_\_, Tenant, in consideration of their mutual promises agree as follows:

**I. PURPOSE**

A. The purpose of this addendum to the Residential Lease Agreement is to insure that pet ownership will not be injurious to persons or property, nor violate the right of all tenants to clean, quiet, and safe surroundings in apartment complexes specifically designed for the elderly.

**II. APPROVAL**

A. The Tenant desires and has received written approval from the Owner to keep the pet named \_\_\_\_\_ and described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Photo Attached)

The written approval must be available at all times. The written approval will be granted after all conditions of this Agreement have been fulfilled.

B. This Agreement is an Addendum to and part of the Residential Lease Agreement between the Owner and the Tenant executed on \_\_\_\_\_. In the event of default by Tenant of any terms of this Agreement, Tenant agrees, upon proper written notice of default from the Owner, to cure the default, remove the Pet or vacate the premises. Tenant agrees Owner may revoke permission to keep said Pet on the premises by giving Tenant proper written notice. Failure to comply on the part of the Tenant will be deemed material non-compliance of the Residential Lease Agreement and will be grounds for termination of tenancy.

**III. CERTIFICATE**

A. The Tenant must present a Veterinarian’s Certificate that the Pet is in good health, has had the necessary inoculations and booster shots, is spayed or neutered, and declawed in the appropriate cases. The Certificate must be updated annually. The Certificate must be presented prior to the Pet coming onto the premises. If the animal is too young, The Tenant agrees to have the Pet neutered or spayed when the Pet reaches the suitable age. Failure to do so is in non-compliance with the terms of this addendum and the Residential Lease Agreement.



- B. A Veterinarian's Certificate must be submitted prior to admission of the Pet certifying that the Pet has received a flea treatment within ten days prior to admission. The Owner reserves the right to require the treatment more frequently should problems arise.
- C. The Tenant will provide the Owner with a Certificate indicating proper licensing by the City prior to bringing the Pet onto the premises.
- D. The Tenant agrees to comply with all Health and Safety Codes and all other applicable governmental laws and regulations relating to pets.

#### IV. DEPOSIT AND FEES

- A. Tenant agrees to pay a Pet Deposit in addition to the rental security deposit. The Pet Deposit shall be equal to 25% of the basic rent at the time the Pet is admitted.
- B. The Pet Deposit will be used towards, but is not limited to, repairs, cleaning, treatment for flea infestation, or replacement of any part of the apartment or premises damaged by the pet. This deposit is refundable if no damage is done as verified by the Owner, after either the Pet or Tenant vacates the premises. The Tenant's liability for damages applies to carpets, doors, walls, drapes, windows, screens, furniture, appliances, and any other part of the dwelling unit, landscaping, or other improvements to Owner's property. It is further understood that damage charges are not limited to the deposit held by the Owner.

#### IV. PET CATEGORIES

- A. Only pets from one of the following categories may be maintained:
  - 1. Dogs –
    - a. Maximum number – one (1)
    - b. Maximum size – 15 pounds and 15 inches in height when full grown, measurement shall be from the tope of the center back down
    - c. Minimum age – one year
  - 2. Cats –
    - a. Maximum number – one (1)
    - b. Maximum size – 15 pounds and 15 inches in height when full grown, measurement shall be from the top of the center back down
    - c. Minimum age – one year



- 3. Birds –
  - a. Maximum number – two (2)
  - b. Type – love birds, finches or parakeets
- 4. Fish –
  - a. Maximum aquarium size – 10 gallons

B. Only domestic animals such as dogs, cats, birds and fish will be admitted to the premises. No small rodents such as hamsters, rats, mice, and guinea pigs will be admitted. No reptiles, monkeys, or other exotic or undomesticated animals of any type will be allowed. No meat eating or poisonous species will be allowed in aquariums. No birds of prey will be admitted.

V. PET EMERGENCY

A. In case of an emergency or illness, the following person will remove my Pet from the premises and be solely responsible for its care:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Relationship: \_\_\_\_\_

Signature of Responsible Party:  
\_\_\_\_\_

B. The Tenant agrees that if for any reason the Pet is left unattended as specified or whose health is jeopardized by the Tenant's neglect, mistreatment or inability to care for the animal, the Owner shall report same to the appropriate authorities. Such circumstances shall be deemed an emergency for the purposes of the Owner's right to enter the Tenant's unit to allow such authority to remove the animal from the premises. The Owner accepts no responsibility for any pet so removed. The specifications for unattended pets are as follows:



1. Dogs – 6 hours
2. Cats – 12 hours
3. Birds – 24 hours
4. Fish – 24 hours

## VII. INSPECTION

- A. The Owner reserves the right to inspect the Tenant's unit on a frequency of not less than every three months to verify unit condition.

## VIII. PET RESTRAINTS

- A. The Pet must be kept in the Tenant's apartment at all times or carried when in the common areas or hallways of the building.
- B. The Pet must be on a leash at all times when on the grounds of the complex. At no time will the Pet be allowed to roam free.
- C. Pets shall not be in the common areas of the building except for the purpose of passing to the outside of the building. The common hallways may not be used for exercising the Pet.
- D. Pets will not be allowed on the elevator, in community room, conversation areas or laundry rooms.
- E. The Tenant agrees to keep the Pet under control at all times so that the Pet does not jump up on other tenants or guests on the property and that they are not bothered or unduly frightened by excessive barking or other aggressive behavior.
- F. Pets that disturb the peace and quiet of the neighbors through noise, smell, animal waste, biting, scratching or other nuisance must be removed from the premises.
- G. Pets will be totally removed from their units for the full amount of specified time for any exterminating or defleaing of the complex. This restraint must be complied with in the fullest.
- H. The Tenant acknowledges that other tenants may have chemical sensitivities or allergies or are easily frightened by animals. The Tenant, therefore, agrees to exercise common sense and common courtesy in respect of such other tenant's rights to peaceful and quiet enjoyment of the premises.
- I. The Tenant assures the Pet is quiet and housebroken and will not cause any damage or annoy other tenants.



- J. Unless a designated “pet exercise area” is provided, use of the grounds or premises of the Owner for sanitary purposes is prohibited. Only the sidewalks shall be used for exercise and normal body functions, but it is the Pet Owner’s responsibility to clean up immediately behind the Pet.
- K. Birds must be caged at all times.
- L. Tenants shall not alter their apartment or any part of the premises to create an enclosure for the Pet.
- M. Tenants are prohibited from feeding stray animals. Feeding of stray animals shall constitute having a Pet without permission.
- N. Visitors or guests are prohibited from bringing pets onto the premises.
- O. Only one pet unit will be allowed per apartment.
- P. All aquariums must be sealed against leakage.
- Q. Only one bird’s cage will be allowed and it must have a removable litter tray.

#### IX. PET CARE

- A. All animal waste or litter from litter boxes or cages is to be picked up and disposed of in SEALED PLASTIC BAGS and placed in the trash bin outside the building.
- B. Cat litter must be emptied and replaced at least twice weekly and cleaned daily.
- C. Litter from litter boxes is not to be disposed of down the stool.
- D. If a smell is developed because of improper care of the Pet, the Owner shall first give one verbal reprimand followed by one written notice. The next notice of the problem shall result in the Tenant being required to remove the Pet from the complex.
- E. The Tenant agrees to use a “pooper scooper” to clean up behind the Pet should it mess on the exterior grounds. The debris shall be disposed of in a sealed plastic bag.
- F. The Tenant agrees to provide adequate care, nutrition, exercise and medical care for the Pet.
- G. The Tenant agrees and is aware that the Owner may impose a \$5.00 per occurrence waste removal charge in the event that the Tenant does not comply with the procedures of disposal of pet waste.



X. NON-COMPLIANCE

- A. Tenants who violate the terms of this Agreement will be required to remove the Pet from the premises upon notice from the Owner within:
1. A reasonable time commensurate with the exigency of the situation in the case of creation or maintenance of a threat to the health or safety of other tenants or the Owner's employees.
  2. Thirty days in all other cases.
  3. Failure to comply may result in revocation of permission to have a Pet by the Owner.
  4. Failure to comply could result in termination of tenancy.

The Tenant has read and agrees to comply with this Agreement and agrees to comply with such rules and regulations as may be reasonably adopted from time to time by the Owner. The Tenant further agrees to review this Agreement at the time of annual recertification.

_____	_____
TENANT	DATE
_____	_____
TENANT	DATE
_____	_____
OWNER/MANAGER	DATE

“This institution is an equal opportunity provider.”

