



PET AGREEMENT **(Becomes a part of Lease Contract)**

PLEASE NOTE: Pets are a serious responsibility and risk for each Resident in the dwelling. If not properly controlled and cared for, pets can disturb the rights of others and cause damages running into many hundreds of dollars for which the Resident may be held liable.

This agreement (**Pet Agreement**) is entered into this _____ day of _____, _____. All deposits required will be paid prior to occupancy. In consideration of their mutual promises, Management and Residents agree as follows:

1. **DWELING UNIT DESCRIPTION:** _____
Date of Lease Agreement _____ Residents _____
Such lease will be referred to in this Pet Agreement of the "Lease".
2. **CONDITIONAL AUTHORIZATION FOR PET.** The Lease covering the Premises provides that no pets are permitted on or about the Premises without Management's prior written consent. Any pet may be rejected by Management for any reason Management deems appropriate. Management reserves the right to deny an Application for Permission to have a Pet or Pet Agreement due to an animal, breed or animal mixed with a breed with a history of aggressive behavior. Residents are hereby authorized to keep a pet, which is described in "The Pet Application", on the Premises of the above dwelling unit until the above-described Lease expires. Authorization may be terminated sooner if Residents' right of occupancy is lawfully terminated or if the pet rules listed below are violated in any way by Resident or Residents' guests or occupants.
3. **PET RENT:** The rent to house a pet is _____ (\$25 per pet) to be paid monthly with your rent.
4. **SPECIFIC TYPES OF PETS.** The following rules apply to specific types of pets:
DOGS: Dogs must be spayed or neutered. Veterinary proof may be required. No puppies (Six (6) months or less) are allowed. No adult dog will exceed twenty five (25) pounds fully grown. **CATS:** No cat is permitted unless it has been spayed or neutered. Veterinary proof is required. Your cat must be kept in the apartment at all times except when transporting the cat.
PET-RULES: Residents are responsible for the actions of the pet at all times. Residents agree to abide by the following rules:
 - A. **Nuisance:** Residents agree that a pet will not disturb the rights, comforts and conveniences of neighbors or other Residents. This applies whether the pet is inside or outside of Residents' dwelling. Pet may not cause damage to the property.
 - B. **Sanitary Problems:** Dogs, cats and guide animals for handicapped persons must be **HOUSEBROKEN.** The pet may not be allowed to urinate or defecate on any unprotected carpet, vinyl floor or hardwood floor inside the dwelling or common areas. If pet defecates anywhere on the property Residents shall be immediately responsible for the removal of waste. There will be a fifty (\$50) dollar charge assessed for each occurrence of Management clean up of pet waste.

- C. Pets shall not be tied** to any fixed object outside the dwelling unit including patio areas, walkways, stairs, stairwells, parking lots, grassy areas, or any other part of the property.
- D. Supervision:** Pet shall be kept on a leash and under Residents' supervision when outside the dwelling
- E. Injuries:** Resident shall be strictly liable for the entire amount of any injury to any person or property caused by the pet, and shall indemnify Management for all costs of litigation and attorney's fees resulting from same.
- F. Cat litter** must be double-bagged in plastic prior to disposal. Use of a litter box is required and regular disposal of waste and cleaning is required. You may not dispose of litter in toilets, even if the litter is marked "flushable". Cat litter can cause clogs in the pipes and flooding.

G. NO VISITING PETS PERMITTED

- 5. **ADDITIONAL RULES:** Management shall from time to time have the right to make reasonable changes and additions to the above pet rules, if in writing and distributed to all Residents who are permitted to have pets.
- 6. **VIOLATION OF RULES:** If any rule or provision of this Pet Agreement, including complaints from other individuals, is violated by Residents or Residents' guest or occupants in the sole judgment of Management, Resident shall immediately (within forty eight (48) hours) and permanently remove the pet from the premises upon written notice from Owner or Owner's Representative; and Owner shall have all other rights and or remedies set forth in the Lease, including damages, eviction and/or attorney's fees.
- 7. **LIABILITY FOR DAMAGES, CLEANING, ETC:** Residents shall be jointly and severally liable for the entire amount of all damages caused by such pet and all cleaning, de-fleaing and deodorizing required because of such pet. If such items cannot be satisfactorily cleaned or repaired, Residents must pay for complete replacement by Management. Payment for damages as mentioned shall be due immediately upon demand.

PET DAMAGE OF ANY KIND IS NOT CONSIDERED NOMAL WEAR AND TEAR.

- 8. **GENERAL:** Residents acknowledge that no other oral or written agreement exists regarding this Pet Agreement. Resident represents that pet is a domesticated dog, cat or bird, is not vicious, and has not bitten, attacked, harmed or menaced anyone in the past. This agreement becomes a part of the Lease Agreement and any violation of the pet agreement is a breach of the Lease.

THIS IS A BINDING LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING

Resident

Date

Resident

Date

Owner's Representative

Date

