

PET AGREEMENT ADDENDUM TO LEASE WITH PET RULES

Landlord)	ement is entered into this day of, 20, by and between <u>Your Apartments, LLC</u>) and (Tenant) shall be incorporated as an Addendum to the original Lease Agreement between the rental of the Premises located at In consideration of their mutual promises, Landlord and Tenant(stollows:
1.	<u>Description of Pet.</u> The Lease covering the Premises provides that no pet(s) are permitted on or about the Premises without Landlord's written consent. Tenant(s) are hereby permitted to have only the following described pet(s), subject to the terms and conditions of this Pet Agreement:
	Name of Pet(s):
	Type of animal(s):
	Breed:
	Color:
	Age:
	Weight:
	Date of last rabies shot:
	Name of Pet Owner:
	No other animal (including any offsprings) shall be permitted by Tenant(s) in the Premises at any time.

- 2. **Pet Rules**: Tenant(s) agree to abide to the following rules:
 - (a) <u>Nuisance:</u> The Pet shall not cause any damage to the Premises, or to the grounds or premises of the Landlord. The Pet shall not cause any discomfort, annoyance, or nuisance to any other resident.
 - (b) <u>Control:</u> Pet(s) will be allowed out of the pet owner's Premises or yard only under the complete control of Tenant or Tenant's guest and on a hand held leash or pet carrier.
 - (c) <u>Sanitary Problems:</u> All cats must be litter box trained and all dog(s) must be housebroken. The Pet may not be allowed to urinate or defecate on any unprotected carpet inside the dwelling unit. **Tenant(s) shall immediately remove and properly dispose of all pet waste on the grounds.**
 - (d) <u>Care:</u> Tenant(s) will provide adequate and regular veterinary care, as well as ample food and water, and will not leave pet unattended for any undue length of time.
 - (e) <u>Compliance with Laws:</u> Tenant(s) agree to comply with all applicable governmental laws and regulations, including municipal licensing and vaccination requirements.
 - (f) Specify Type of Pets: The following rules apply to specific types of Pets:

- (1) <u>Dogs:</u> Dogs must be kept on a leash at all times that they are outside the dwelling unit, and may not be left unattended. No dog is permitted unless it has been spayed or neutered and is current on its shots. Veterinary proof is required. Dogs must be under 75 lbs. and any dog weighing more than 40 lbs. are restricted to first floor apartments only. No more than one (1) dog is allowed in each unit. Due to insurance requirements, the following breeds are not allowed: German Shepherds, Rottweilers, Dobermanns, Mastiffs and Pit Bulls.
- (2) <u>Cats.</u> 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 you are transporting the cat. Under no circumstances are cats allowed on apartment balconies or in common indoor our outdoor areas. You may NOT dispose of litter in the toilet even if the litter is marked "flushable". Cat litter can clog pipes and cause flooding. No more than (2) cats are allowed in each unit.
- (3) Birds: Birds must remain in cages at all times.
- (4) <u>Fish:</u> Fish tanks may NOT exceed 20 gallons and must be placed in a safe location in the dwelling unit.
- (g) <u>Additional Rules.</u> Landlord may from time to time, upon 21 day's written notice to the Tenant(s) make reasonable changes or additions to the pet rules set forth above.

3. Landlord's Remedies for Violations.

- A. Removal of Pet by Tenant(s). If, in Landlord's sole judgment, any rule or provision of this Pet Addendum is violated by Tenant(s) or their guests, Tenant(s) shall immediately and permanently remove the Pet from the Premises upon 10 days' written notice from Landlord.
- B. Removal of Pet by Landlord. If, in Landlord's sole judgement, there is reasonable cause to believe an emergency situation exists with respect to the Pet, and if efforts to contact Tenant and/or emergency caretaker are unsuccessful, Landlord, and/or their employees may contact the local animal control authority and assist it's staff in entering the Premises. Examples of an emergency situation include suspected abuse, abandonment, fire or other disaster, or any prolonged disturbance. If it becomes necessary for the Pet to be boarded, any and all costs incurred will be Tenant's sole responsibility. Landlord shall not be liable for loss, harm, sickness, or death of the Pet unless due to Landlord's negligence. Landlord has no lien on the Pet for any purposes, but Tenant(s) shall pay for reasonable care and kennel charges if the Pet is removed in accordance with this paragraph.
- C. <u>Cleaning and Repairs.</u> Tenant(s) shall be jointly and severally liable for the entire amount of all damages caused by the Pet. If any item cannot be satisfactorily cleaned or repaired, Tenant(s) must pay for complete replacement of such item.
- D. <u>Injuries:</u> Tenant(s) shall be strictly liable for the entire amount of any injury to any person or property caused by the Pet and shall indemnify Landlord for all costs of litigation.
- E. <u>Move-Out</u>: After Tenant(s) vacate the Premises, they shall reimburse Landlord for the cost of de-fleaing, deodorizing, and shampooing necessary to protect future residents from possible health hazards.
- F. Other Remedies: This Pet Agreement is an Addendum to the Lease between Landlord and Tenant(s). If any rule or provision of this Pet Agreement is violated, Landlord shall, in addition to the foregoing, have all rights and remedies set forth in the Lease for violations thereof, including, but not limited to, eviction, and damages.
- 4. <u>Additional Rent/Pet Fee:</u> A pet fee shall be due to as additional rent payment each month from the date of this Addendum for as long as this Addendum is in effect. Fees are \$25 per month per pet. Payment is due along with monthly rent payment in accordance with the terms of the Lease.
- 5. <u>Security/Pet Deposit.</u> There is an additional Security Deposit of \$100 per pet due upon signing this Addendum. This deposit is subject to the same terms and conditions for Security Deposits outlined in the Lease. Tenant(s) are responsible for and must immediately pay for all damages or injuries caused by their

pets. Management may use funds from the Tenant(s) Pet Deposit and/or regular Security Deposit to cover the excess.

<u>Joint and Several Liability:</u> If Tenant consists of more than one person, liability of each person under this Pet

I have read, understand and received a copy of this Pet Addendum at the time of signing and agree to abide by it.

Agent for Landlord: Dan Brinkman

Date:

Resident:

Date:

6.

Addendum shall be joint and several.