

Pet Agreement

**(Becomes a part of Lease Contract
Special Provisions)**

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 Pet agreement is entered into this _____ day of _____, between landlords, Dave and Wendy Ziegler and the following named tenant. All deposits required will be paid prior to occupancy. In consideration of their mutual promises, Owners and Residents agree as follows:

- 1. NAME OF TENANT AND DWELLING UNIT DESCRIPTION.**

- 2. CONDITIONAL AUTHORIZATION FOR PET.** The lease covering the premises provides that no pets are permitted on or about the premises without Owners prior written consent. Any pet may be rejected by Owners for any reason Owner deems appropriate. Residents are hereby authorized to keep a pet, which is described below, 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 residents or residents guests or occupants. This pet lease may be terminated by owners if pet rules are violated, however the tenants lease remains in effect and pets must be removed from the premises immediately.

- 3. ADDITIONAL SECURITY DEPOSIT.**
\$200 – Non Refundable. The total security deposit as required in the lease shall be increased by the foregoing amount. Such additional deposit shall be considered as a general security deposit for any and all purposes. The additional security deposit is not refundable even if the pet has been removed.

- 4. ADDITIONAL MONTHLY RENT.** \$ _____ x _____ = \$ _____. The total monthly rent as stated in Lease shall be increased by the foregoing amount. Additional monthly rent will be effective this day of _____, _____.

- 5. NO LIMIT LIABILITY.** The additional monthly rent and/or additional security deposit under this Pet Agreement is not a limit on Residents' liability for property damages, cleaning, deodorization, Defleaing, replacements and/or personal injuries as set forth in this agreement.
 - A. Cleaning and Repairs.** Residents shall be jointly and severally liable for the entire amount of Damages caused by the pet. If any item cannot be satisfactorily cleaned or repaired, Residents Must pay for complete replacement of such item. Pet odors and stains are "extraordinary damage" And NOT "normal wear and tear."
 - B. Injuries.** Resident shall be strictly liable for entire amount of any injury to any person or property Caused by the pet, and shall indemnify Owners for all costs of litigation and attorney's fees resulting from same.

- 6. DESCRIPTION OF PET.** Only the following described pet is authorized to be kept in Residents' Dwelling Unit. NO substitutions are allowed. No other pet (including offspring) shall be permitted on the premises by Residents or Residents' guests or occupants, at any time. NO Visiting Pets.

7. HOUSE BROKEN. Pets must be house broken.

Tenant to fill in the following:

Name of Pet _____

Name of Pet Owner _____

Breed _____

Age _____

License Number _____

City of License _____

Date of last Rabies Shot _____

Name/City of Vet _____

House Broken Yes _____ No _____

8. 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 (four (4) months or less) are allowed.

Cats

No cat is permitted unless it has been de-clawed and spayed or neutered. Veterinary proof is required. Your cat must be kept in the apartment at all times except when transporting the cat. Under no circumstances are cats allowed on apartment balconies or in common indoor or outdoor areas. Cat litter must be double-bagged in plastic prior to disposal in the garbage. 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. Resident shall be responsible for all damage caused by violation of these rules.

Fish

Stand must be sturdy. No aquarium with a capacity greater than twenty (20) gallons shall be kept on the Premises or in any apartment. Residents must place aquariums in a safe location in the apartment, on a shelf or table giving the aquarium enough support. Residents shall be responsible for all damage caused by leakage or breakage from any aquarium. Resident shall provide proof of adequate insurance naming DW Properties as additionally insured if aquarium is twenty (20) gallons or more.

9. SPECIAL PROVISIONS. The following special provisions shall control over any conflicting provisions of this printed form:

12. 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**. All other pets must be caged when owners are not present. The pet may not be allowed to urinate or defecate on any unprotected carpet, vinyl floor, or hardwood floor inside the dwelling. Residents shall not permit their pet to defecate or urinate anywhere on the property, including dwelling units, patio

areas, walkways, stairs, stairwells, parking lots, grassy areas, or other places. Residents must take their pet off the property for that purpose. If pet defecation is permitted inside the dwelling unit or on patio areas, it shall be done in litter boxes with "kitty litter" type mix. If pet defecation occurs anywhere on the property (including fenced yards for Residents' exclusive use), Residents shall be responsible for the

immediate removal of waste in the dwelling or on the grounds and repair of any damage. There will be a fifty (\$50.00) charge assessed for each occurrence of Management clean up of pet waste.

c. Resident will have a sanitary waste remover, commonly called a "Pooper-Scooper" or "Pet Scooper", with them at all times while walking the pet outside the unit, and agrees to remove and properly dispose of any pet waste.

d. 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. This does not apply in fenced yards (if any) which are for Residents' exclusive use.

e. Prohibited Areas. Residents shall not permit pets in swimming pool areas, laundry rooms, offices, community room, other recreational facilities (if any), and other dwelling units.

f. Feeding of Pets. Resident's pet must be fed and watered inside the dwelling unit; and pet food or water may not be left outside the dwelling unit at any time. This does not apply in fenced yards (if any) which are for Residents' exclusive use.

g. Supervision. Pets shall be kept on a leash and under Residents' supervision when outside the dwelling or Residents' private fenced yard area. Owner or Owners' representative shall have the right to pick up unleashed pets and/or report them to the proper authorities. Owner shall impose reasonable charges for picking up and/or keeping unleashed pets. Residents agree to comply with all applicable governmental laws and regulations (Leash Laws).

h. Identification. Any identification issued by Management must be displayed at all times on pet collar.

13. 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.

14. VIOLATION OF RULES. If any rule or provision of this Pet Agreement is violated by Residents or Residents' guests or occupants in the sole judgment of Management, Residents shall immediately (within forty eight (48) hrs) 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 remedies set forth in the Lease, including damages, eviction and/or attorney's fees.

15. COMPLAINTS ABOUT PET. Residents agree to immediately and permanently remove the pet from the premises if Management receives reasonable complaints from neighbors or other Residents or if Management, in Management's sole discretion, determines that the pet has disturbed the rights, comforts, or conveniences of neighbors or other Residents.

16. REMOVAL OF PET BY MANAGEMENT. If, in Management's reasonable judgment, Resident has (1) abandoned the pet, (2) left the pet in the dwelling unit for an extended period of time without food or water, (3) failed to care for a sick pet, (4) violated Management's pet rules, or

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(5) repeatedly allowed the pet to defecate or urinate in places other than areas designated by owner, owner may, after giving written notice, enter the dwelling unit with the proper authorities and remove the pet. Management may turn the pet over to a humane society or local authority.

Management has no lien on the pet for any purpose; but Resident shall pay for reasonable care and kenneling charges for such pet. Any animal

that causes or appears to be a threat to any person on the leased premises or any animal, breed, or animal mixed with a breed with a history of

aggressive behavior will be considered a dangerous animal and Management retains the right to remove it immediately

17. 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, defleaing, and deodorizing required because of such pet. This applies to carpets, doors, walls, drapes,

wallpaper, windows, screens, furniture, appliances and any other part of the dwelling unit, landscaping, or other improvements on the property.

If such items cannot be satisfactorily cleaned or repaired, Residents must pay for complete replacement by Management. Payment for damages,

repairs, cleaning, replacements, etc. shall be due immediately upon demand. **Residents shall be strictly liable for the entire amount of injury**

to the person or property of others, caused by such pet; and Resident shall indemnify Owner for all costs of litigation and attorney's fees resulting from same.

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

18. MOVE-OUT. Upon move-out of Residents, Resident shall pay for defleaing, deodorizing, and/or steam cleaning to protect future Residents

from possible health hazards, regardless of how long the pet occupied the premises. Such steam cleaning, defleaing, and/or deodorization may

be arranged for by Management. An amount of seventy five dollars (\$75.00) will be withheld from the Pet Deposit for this purpose.

19. MULTIPLE RESIDENT. Each Resident who signed the Lease shall sign this pet agreement.

Residents and Residents' guests or occupants

shall abide by all pet rules. Each Resident shall be jointly and severally liable for damages and all other obligations set forth herein, even if such

Resident does not own the pet.

20. GENERAL. Residents acknowledge that no other oral or written agreement exists regarding this Pet Agreement. Except for written rule

changes pursuant to paragraph 13 hereof, Owner's representative has no authority to modify this Pet Agreement or the pet rules unless in

writing. This Pet Agreement and the Pet Rules shall be considered as part of the Lease Contract described above. It has been executed in

multiple copies, one for Residents and one or more for Owner.

21. Written notice regarding pet(s) to any one party on the Lease shall constitute notice to all parties on the Lease.

***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 or Residents Owner or Owner's Representative

(All Residents must sign)

Signature Date Signature Date

Signature Date Signature Date

Signature Date Signature Date

Signature Date Signature Date