

**202/8 and 202/811 PRAC PROJECTS
PET AGREEMENT
ADDENDUM TO LEASE**

THIS AGREEMENT is entered into this _____ day of _____, 20_____, by and between _____, Owner, and _____, Tenant; who, in consideration of their mutual promises, agree as follows:

1. Tenant desires and has received permission from the Owner to keep the pet named _____ and described as:_____.
2. This Agreement is an Addendum to and part of the Lease between Owner and Tenant executed on _____. In the event of default by Tenant of any of the terms of this agreement, Tenant agrees, upon proper written notice of default from Owner, to cure the default, remove the Pet or vacate the premises.
3. Tenant agrees to pay Owner the sum of \$300.00 which shall be paid in an initial payment of \$50.00 and monthly payments of \$10.00 until the deposit is paid in full. If the pet deposit payments are not made when due, this agreement is automatically terminated and Tenant must remove the pet from the premises immediately. The pet deposit will be refunded within 30 days after removal of the pet from the apartment, less any pet-related charges for cleaning, damages, animal care facilities, etc.

The Pet Deposit under this Pet Agreement is not a limit of Tenant's liability for property damages, cleaning, deodorization, defleaing, replacements, and/or personal injuries as herein further specified. The Tenant's liability 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. Tenant shall be strictly liable for the entire amount of any injuries to the person or property of others, caused by such Pet.

4. Tenant agrees to comply with:
 - a. The Health & Safety Code;
 - b. All licensing requirements of State and local laws; and
 - c. All other applicable governmental laws and regulations.
5. Pet must be registered before brought on premises and then updated annually. Registration must include:
 - a. Certification of inoculations required by State and local laws.
 - b. Information to identify pet and establish that it is a common household pet.
 - b. Name and address and phone of at least one responsible party who will care for pet if the Tenant dies or is unable to provide care.

6. Tenant has read and agrees to comply with the PET POLICY, which is herein incorporated by reference, and agrees to comply with such rules and regulations as may be reasonably adopted from time to time by Owner.

HOUSING SITE: _____

BY: _____ TENANT: _____

TITLE: _____ TENANT: _____

DATE: _____ DATE: _____

Name, address, and phone number of at least one responsible party who will care for animal if the Tenant dies or is unable to provide care:

Name

Phone Number

Address



Handicap Accessible

PET POLICY

1. A Tenant is permitted to keep a common household pet as provided in this Pet Policy and the Pet Agreement. Before bringing any pet onto the premises, the Pet must be registered with the Manager and a Pet Agreement signed.
2. Under no circumstance will any pet be permitted on the premises that has not been properly registered. Guests or visitors ARE NOT PERMITTED to bring any pet onto the premises. Violation of this policy is regarded as a major Lease violation and could be grounds for termination of the Tenant's Lease.
3. A common household pet is considered to be, "a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pet does not include reptiles (except turtles)."
4. A Tenant shall be permitted to have only one four-legged, warm-blooded pet.
5. The Pet must be quiet and housebroken and may not cause any damage or annoy other Tenants. The Pet must not weight in excess of 30 pounds when full grown.
6. Tenant shall not permit the Pet to cause any noise, odor, damage, discomfort, annoyance, nuisance, or in any other way to inconvenience, or cause complaints from any other Tenant.
7. Tenant agrees that the Pet will not be permitted outside the Tenant's unit, except to exit and enter your apartment by one route specified and attached to this Pet Agreement and to use the designated area of the grounds for exercise and normal body function. No Pets are permitted in community rooms, laundry rooms, offices, or other Tenant's apartments.
8. Tenants may use only the designated section of the grounds to allow their pet to exercise and to deposit pet waste. The Tenant must immediately clean up any disposable waste and deposit it in a bag and place it in the trash dumpster outside. Failure to clean up after your pet will result in a \$5.00 charge per occurrence.
9. Any dog or cat must be properly restrained when outside the Tenant's apartment. Properly restrained means either in a pet carrier or on a leash.
10. All dogs and cats are required to be spayed or neutered. Proof of annual inoculations must be submitted to the management office each year.
11. Tenants who have a cat must provide a litter box in the apartment. Pet waste must be removed from the litter box daily. The litter box must be changed at least twice a week. All waste and dirty litter must be placed in a bag, sealed, and placed in the trash dumpster outside.
12. The Owner may, after reasonable notice to the Tenant and during reasonable hours, enter and inspect the Tenant's apartment if the Owner has received a signed, written complaint alleging, or the Owner has reasonable grounds to believe, that the conduct or condition of the pet constitutes, under applicable State or local law, a nuisance or a threat to the health or safety of other tenants or persons in the community.

The Owner may require the pet's removal from the project if the pet's conduct or condition is duly determined to constitute, under the provisions of state or local law, a nuisance or a threat to the health or safety of other occupants of the project or to other persons in the community where the project is located.

The Owner may have a pet removed from the premises by an appropriate State or local authority only if the Owner has requested the Tenant to remove the pet from the project immediately and the Tenant has refused to do so, or if the Owner is unable to contact the Tenant to make a removal request.

If there is no State or local authority (or designated agent of such an authority) authorized under applicable State or local law to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the Owner may enter the premises, remove the pet, and take such action with respect to the pet as may be permissible under State and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days.

The cost of the animal care facility provided under this section and the following section shall be borne by the Tenant. If the Tenant (or Tenant's estate) is unable or unwilling to pay, the cost of the animal care facility may be paid from the pet deposit.

13. If the health or safety of a pet is threatened by the death or incapacity of the Tenant, or by other factors that render the Tenant unable to care for the pet, the Owner may contact the responsible party or parties listed in the pet registration.

If the responsible party or parties are unwilling or unable to care for the pet, or the Owner, despite reasonable efforts, has been unable to contact the responsible party or parties, the Owner may contact the appropriate State or local authority (or designated agent of such an authority), and request the removal of the pet.

If there is no State or local authority (or designated agent of such an authority) authorized to remove a pet under these circumstances, the Owner may enter the Tenant's apartment, remove the pet, and place the pet in a facility that will provide care and shelter until the Tenant or Tenant's representative is able to assume responsibility for the pet, but not longer than 30 days.

14. The Tenant acknowledges that any violation of the policies stated herein is considered "Material Non-Compliance" with the Pet Agreement and is considered grounds for termination of same.

15. The Manager will notify the Applicant/Tenant in writing if it refuses to register a pet, giving a proper explanation. Reasons for refusal may include the following:

- a. The animal is not a common household pet as defined in the Pet Policy.
- b. Keeping a pet would violate an applicable pet rule.
- c. The Tenant fails to provide complete pet registration information or fails to annually update the pet registration.
- d. The Manager reasonably determines, based on the Tenant's habits and practices, that the Tenant will be unable to keep the pet in compliance with the Pet Policy and other Lease obligations.

- e. The pet's temperament is considered as a factor in determining the Tenant's ability or inability to comply with the Pet Policy and other Lease obligations.
16. The Manager will notify the Tenant in writing of any Pet Agreement/Policy violations, listing the following:
- a. the offense,
 - b. what rule was violated,
 - c. a statement that the Tenant has 10 days from the date of service of the letter to correct the violation or to make a written request for a meeting to discuss it, and
 - d. a statement that the Tenant may be accompanied by another person of his/her choice at this meeting, and
 - e. a statement that the Tenant's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the Tenant's Lease.
17. Failure of the Tenant to correct any Pet Agreement/Policy violation following proper notification will result in a Notice of Pet Removal being issued to the Tenant, which contains the following information:
- a. a brief statement of the violation and what rules were violated, and
 - b. a statement that the Tenant must remove the pet within 10 days of the effective date of the notice, and
 - c. a statement that failure to remove the pet may result in initiation of procedures to terminate the Tenant's Lease.
18. The Proposed Pet Agreement and Proposed Pet Policy will be made available to each Tenant by posting a copy on the bulletin boards on each floor, in the office, and in the laundry room. Subsequent changes will be made available in the same manner. Tenants may request a copy of such during normal office hours. Tenants or their representatives will have 30 days from the date of posting to provide written comments to the Manager. Following this comment period, the Pet Agreement and Pet Policy will be posted in the same manner, with an effective date of enforcement 30 days from the date of posting. On the effective date of enforcement, all Tenants with pets will be required to immediately execute a new Pet Agreement or give notice of intent to vacate the premises within 30 days.
19. This Pet Agreement/Pet Policy shall not conflict with applicable State or local laws or regulations. If such conflict exists, State or local laws or regulations shall apply.