

**SECTION 202/8 and PRAC 202/811 PROJECTS  
THERAPEUTIC/ASSISTIVE ANIMAL AGREEMENT  
ATTACHMENT 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 requests and has submitted documentation to the Owner to keep the therapeutic/assistive animal named \_\_\_\_\_ and described as: \_\_\_\_\_.
2. This Agreement is an Attachment 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 therapeutic/assistive animal or vacate the premises.
3. A damage deposit will not apply to therapeutic/assistive animals which are properly certified as providing assistance for a person with a disability.

This is not a limit of Tenant's liability for property damages, cleaning, deodorization, de-fleaing, 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 therapeutic/assistive animal.

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. The Therapeutic/Assistive Animal must be registered before being brought to live at the premises and then updated annually. Registration must include:
  - a. Certification of inoculations required by State and local laws.
  - b. Information to identify animal.
  - c. 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.

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6. Tenant has read and agrees to comply with the THERAPEUTIC/ASSISTIVE ANIMAL 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.

To qualify for this therapeutic/assistive animal agreement, proper certification must be provided that the Tenant or a member of his/her family is a person with a disability.

Rules pertaining to such animals will be according to Federal, State and local law.

OWNER: \_\_\_\_\_

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## **THERAPEUTIC/ASSISTIVE ANIMAL POLICY**

1. Before bringing the therapeutic/assistive animal to live at the premises, the animal must be registered with the Manager and a Therapeutic/Assistive Animal Agreement signed.
2. Under no circumstance will any animal be permitted on the premises that has not been properly registered. Violation of this policy is regarded as a major Lease violation and could be grounds for termination of the Tenant's Lease.
3. The animal must be quiet and housebroken and may not cause any damage or disturb the peaceful enjoyment of the premises for other Tenants.
4. Tenant shall not permit the animal to cause any noise, odor, damage, discomfort, annoyance, nuisance, or in any other way to inconvenience, or cause complaints from any other Tenant.
5. A Therapeutic/Assistive Animal must always be accompanied by an adult and must comply with any State and Local Leash Laws in any common area. Tenants may use only the designated section of the grounds to allow their animal to exercise and to deposit waste. The Tenant must immediately clean up any disposable waste and deposit it in a bag and place it in the outside trash dumpster. Failure to clean up after your animal will result in a \$5.00 charge per occurrence.
6. 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 animal 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 animal to be removed from the project if the animal'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 the animal removed from the premises by an appropriate State or local authority only if the Owner has requested the Tenant to remove the animal 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 an animal 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 animal, and take such action with respect to the animal 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.

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

If the responsible party or parties are unwilling or unable to care for the animal, 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 animal.

If there is no State or local authority (or designated agent of such an authority) authorized to remove an animal under these circumstances, the Owner may enter the Tenant's apartment, remove the animal, and place the animal in a facility that will provide care and shelter until the Tenant or Tenant's representative is able to assume responsibility for the animal, but not longer than 30 days.
8. The Manager will notify the Tenant in writing of any 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.
9. Failure of the Tenant to correct any violation following proper notification will result in a Notice of Therapeutic/Assistive Animal 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 animal within 10 days of the effective date of the notice, and
  - c. a statement that failure to remove the animal may result in initiation of procedures to terminate the Tenant's Lease.
10. This Therapeutic/Assistive Animal Agreement shall not conflict with applicable Federal, State or local laws or regulations. If such conflict exists, Federal, State or local laws and/or regulations shall apply.

HRDE – A12 Therapeutic/Assistive Animal Agreement

