

PET AGREEMENT
(Becomes a part of Lease Contract)

1. 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.
2. **SPECIFICALLY PROHIBITED BREEDS: THE FOLLOWING SPECIFIC BREEDS OF DOGS (OR DOGS MIXED WITH THESE BREEDS) ARE NOT PERMITTED**
Pit Bulls (aka American Staffordshire Terriers, Staffordshire Bull Terriers, or American Pit Bull Terriers), Bull Terriers, Bull Mastiffs, German Shepherds, Huskies, Malamutes, Doberman Pinschers, Rotweillers, Chow Chows, and Rhodesian Ridgebacks. **No wild animals** are permitted – such as birds (except those that are caged), chinchillas, ferrets, fish, iguanas, monkeys, pot-bellied pigs, rabbits, raccoons, rodents of any kind, skunks, snakes or reptiles of any kind, tarantulas, scorpions or spiders of any kind, weasels.
3. **PET 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 and cats must be **HOUSEBROKEN**. All other pets must be caged when owners are not present.
 - i. The pet may not be allowed to urinate or defecate on any unprotected carpet, vinyl floor, or hardwood floor inside the dwelling.
 - ii. 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.
 - iii. Outside, pets may not defecate or urinate on other Residents’ lawns. If pet defecation occurs on another lawn or in a public space (e.g. Clubhouse lawn), Residents shall be responsible for the immediate removal of waste and repair of any damage. There will be a fifty (\$50.00) charge assessed for each occurrence of Management cleanup of pet waste.
 - iv. Residents 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.
 - 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. **Prohibited Areas.** Residents shall not permit pets in the clubhouse or other dwelling units not their own.
 - e. **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.
 - f. **Supervision.** Pets shall be kept on a leash and under Residents’ supervision when outside the dwelling. 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).
4. **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.
5. **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.
6. **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 (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!
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, 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.

8. **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.
9. **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.
10. **GENERAL.** Residents acknowledge that no other oral or written agreement exists regarding this Pet Agreement. Except for written rule changes pursuant to paragraph 4 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. It has been executed in multiple copies, one for Residents and one or more for Owner.
11. 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 (All Residents must sign)

Owner or Owner's Representative

Signature Date

Signature Date

Signature Date