



## PET RULES ADDENDUM

### Definitions:

**Common Household Pet:** Means a domesticated animal such as a dog, cat, bird, or fish that is traditionally kept in the home. Common household pet does not include a member of the reptile or rodent family and these animals are not allowed on premise at any time. Tenant may retain only **one** dog or only **one** cat in the apartment. Dogs and Cats must be spayed or neutered prior to being allowed into the property. Your pet must be licensed and tagged if required by local ordinance. All dog owners are required to have renters insurance and a certificate of insurance must be provided to the management agent annually.

Dogs are / are not allowed. (strike applicable words)

Size: The pet should be restricted to \_\_\_\_\_ pounds. The following breeds are not allowed: Dobermans, German Shepherds, Pit Bulls, Mastiffs, Rottweilers, St. Bernards, and Great Danes or any similar breeds/mixtures thereof.

### Registration of Pet:

Pet owner is required to register their pet with the site manager. The pet owner must register the pet before it is brought onto the property, and must update the registration once a year, at tenant re-certification time.

The registration form will include the following:

- a. A certification signed by a licensed veterinarian stating the pet has received all inoculations required by applicable state and local law, and that a stool examination has been performed and indicates negative parasites, and the pet is spayed or neutered.
- b. Proof of proper licensing with the City.
- c. Information sufficient to identify the pet (a photograph would be beneficial) and to demonstrate that it is a common household pet.
- d. The name, address and phone number of two responsible parties who will care for the pet. Only one of the two required parties may be a resident at the apartment community and may not be a pet owner, as only one pet per apartment will be allowed.

### Sanitary Standards:

1. The property will designate areas on the premises for pet exercise. Pet owners shall not allow their pets to use any non-designated areas.
2. Pet owners will be required to remove pet waste and place in a plastic bag and properly dispose of all waste in containers provided by the property.
3. Waste in litter boxes shall be separated, placed in plastic bags, and properly disposed of in a waste container.
4. Failure to separate pet waste or remove pet waste as outlined above shall constitute a lease violation and will be dealt with accordingly.
5. Any resident caught not picking up their pet waste will be charged a \$5.00 fee per incident.

### Pet Restraint:

All pets must be on a 6' or shorter leash at all times and under the control of a responsible individual while on the property outside your apartment.

1. The pet shall be prohibited from common areas where food is served and from the laundry room and will not be allowed on any furniture in the common areas.
2. The pet owner's apartment shall be maintained in a safe and sanitary manner. Any destruction or scratches on doors or millwork shall be repaired by management and charged/deducted from the tenant's security deposit. This liability is in keeping with the standards of the State Landlord Tenant Laws.
3. The pet owner may not leave a pet unattended in their apartment for more than four consecutive hours.



4. Tenant is responsible for control of noise and odor caused by a pet.

**Tenant Financial Obligations:**

A \$300 pet deposit is required prior to the pet being allowed on the property. If you are unable to pay the amount in full, please discuss a payment plan arrangement with the manager. All payment plans must be in writing and payments made per the schedule to maintain possession of your pet. Additional charges including, but not limited to, carpet cleaning, deodorizing, flea and tick extermination will be levied against the pet owner if necessary. Pet Rent is also required at \$\_\_\_\_\_ for one dog and \$\_\_\_\_\_ for one cat will be assessed to your monthly rent.

**Pets Temporarily on the Premises:**

A "visiting" dog or cat will be allowed for a period of two hours per visit. All pet rules except "Tenant Financial Obligations" will be enforced. Visiting pets must be kept on a 6' or shorter leash at all times and under the control of a responsible individual while on the property outside your apartment. At no time is "pet sitting" allowed.

**Pet Rule Violation Procedures:**

1. If the manager determines on the basis of objective facts, supported by written statements, that a pet owner has violated a rule governing the owning or keeping of pets, the manager may serve a written notice of pet rules violation as follows:
  - a. A brief statement of the factual basis for the determination and the pet rule or rules alleged to have been violated.
  - b. State that the pet owner has 10 days from the effective date of service to correct the violation or to make a written request for a meeting to discuss the violation.
  - c. State that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting.
  - d. State that the pet owner's failure to correct the violation, to request a meeting, or to appear at a requested meeting may result in the processing of termination of tenancy of the pet owner.
2. **Pet Rule Violation Meeting:** If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, the manager/agent shall establish a mutually agreeable time and place for the meeting within 15 days of the effective date of service of the notice. At the pet rule violation meeting, the pet owner and manager/agent shall discuss any alleged pet rule violation and attempt to correct the issues.
3. **Notice for Pet Removal:** If the pet owner and manager/agent are unable to resolve the pet rule violation at the pet rule violation meeting, or if the manager/agent determines that the pet owner has failed to correct the pet rule violation with any additional time provided for this purpose, the manager/agent may serve a written notice to the pet owner requiring the pet owner remove the pet. The notice must:
  - a. Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated.
  - b. State that the pet owner must remove the pet within 10 days of the effective date of service of the notice of per removal.
  - c. State that the failure to remove the pet may result in initiating the process to terminate the pet owner's tenancy.
4. **Inspections:** The manager may inspect your apartment by giving a 12 hour notice during reasonable hours if the manager has received a signed, written complaint alleging (or the manager has reasonable grounds to believe) that the conduct or condition of a pet in the apartment constitutes a nuisance or a threat to the health or safety of the occupants of the property or other persons in the community where the apartment community is located.
5. **Emergencies:** The local authority authorized to remove a pet that becomes vicious, displays symptoms of sever illness or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, shall remove the pet and take such action with respect to the pet as may be permissible under state law. This addendum will permit the manager to contact the local authority and enter the apartment without notification to remove the pet or take such other permissible action immediately if an emergency situation is present. The cost of the animal care facility shall be paid by the pet owner.

Nothing in this statement prohibits a property owner/agent or an appropriate community authority from requiring the removal of any pet from a property if a pet's conduct or condition is dully determined to constitute, under the provisions of state or local law, a nuisance or threat to the health or safety of other occupants of the apartment community.



**NOTICE:** These are the Pet Rules which will govern the Apartment Community. Comments shall be welcomed and should be submitted in writing to the property owner/agent before:

\_\_\_\_\_, 20\_\_\_\_.

Type of animal: \_\_\_\_\_ Breed: \_\_\_\_\_

Name: \_\_\_\_\_ Weight: \_\_\_\_\_

Age: \_\_\_\_\_ Color: \_\_\_\_\_

Shoulder height: \_\_\_\_\_ License #: \_\_\_\_\_

\_\_\_\_\_  
Resident Signature \_\_\_\_\_ Date

\_\_\_\_\_  
Resident Signature \_\_\_\_\_ Date

\_\_\_\_\_  
Community Manager Signature \_\_\_\_\_ Date

