



## **PET ADDENDUM**

(Becomes a part of Lease Agreement)

PLEASE NOTE: Pets are a serious responsibility and risk for each Lessee 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 Lessee may be held liable. This Pet Addendum does not apply to therapy, emotional support, or service animals.

This agreement (Pet Addendum) is entered into this day of \_\_\_\_\_.

All fees required will be paid prior to occupancy.

In consideration of their mutual promises, Lessor and Lessees agree as follows:

### **1. DWELLING UNIT DESCRIPTION**

#### **LEASE DESCRIPTION**

Property: \_\_\_\_\_ Building: \_\_\_\_ Apt. \_\_\_\_

Date of Lease: \_\_\_\_\_

Lessor: \_\_\_\_\_

Lessees (List all Lessees): \_\_\_\_\_

Such Lease will be referred to in this Pet Addendum as the "Lease".

### **2. CONDITIONAL AUTHORIZATION FOR PET**

The Lease covering the Premises provides that no pets are permitted on or about the Premises without Lessor's prior written consent. Any pet may be rejected by Lessor for any reason Lessor deems appropriate. Lessor reserves the right to deny an Application for Permission to have a Pet or Pet Addendum due to an animal, breed, or animal mixed with a breed with a history of

aggressive behavior. Lessor does not authorize Lessee to possess on the Premises, the following breeds of animals and animals mixed with the following breeds: German Shepherd, Pit Bull Terrier (including American Pit Bull Terrier, Staffordshire Bull Terrier, American Staffordshire Terrier, and American Bulldog), Rottweiler, Chow Chow, Doberman Pinscher, Akita Inu (Japanese Akita), Akita (American Akita), Wolf hybrid, Cane Corso, Great Dane (German Mastiff, Danish Hound), Alaskan Malamute, Husky, Boxer, Presa Canario (Bullmastiff), Fila Brasileiro (Brazilian Mastiff), Caucasian Ovcharka (Caucasian Shepherd), Tosa Inu, American Bandogge, Bull Terrier, Rhodesian Ridgeback, Dogo Argentino, Boer Boel, Gull Dong (Pakistani Bull Dog), Basenji, and Saint Bernard. Lessees 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 Lessees' right of occupancy is lawfully terminated or if the pet rules listed below are violated in any way by Lessees or Lessees' guests or occupants.

**3. ADDITIONAL RENT** \$10.00 per month. The total rent as stated in the Lease shall be increased by the foregoing monthly amount. Additional monthly rent will be effective this day of \_\_\_\_\_.

**4. ADDITIONAL PET FEE** \$100.00 Lessees shall pay the foregoing amount as a one-time fee which is non-refundable, in order to have the pet in the dwelling unit. This fee shall be in addition to any increase in the monthly rent, above.

**5. NO LIMIT LIABILITY** The additional monthly rent under this Pet Addendum is not a limit on Lessee's liability for property damages, cleaning, deodorization, de-fleeting, replacements and/or personal injuries as set forth in this agreement.

A. Cleaning and Repairs. Lessees shall be jointly and severally liable for the entire amount of all damages caused by the Pet. If any item cannot be satisfactorily cleaned or repaired, Lessees must pay for complete replacement of such item. Pet odors and stains are "extraordinary damage" and NOT "normal wear and tear."

B. Injuries. Lessees shall be strictly liable for the entire amount of any injury to any person or property caused by the pet, and shall indemnify Lessor for all costs of litigation and attorney's fees resulting from same.

C. Insurance. Lessees shall obtain a tenant insurance policy for the term of the lease to protect from damage to persons and property caused by the pet and shall provide proof of the same to Lessor upon request.

**6. DESCRIPTION OF PET** Only the following described pet is authorized to be kept in Lessees' dwelling unit. NO substitutions are allowed. No other pet (including offspring) shall be permitted on the premises by Lessees or Lessees' guests or occupants, at any time. NO VISITING PETS. Pets must be housebroken. No pet that weighs over 50 pounds shall be permitted on the premises by Lessees or Lessee's guests or occupants, at any time.

Name of pet: \_\_\_\_\_

Type: \_\_\_\_\_

Breed: \_\_\_\_\_

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

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

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

City license number: \_\_\_\_\_

City of license: \_\_\_\_\_

Pet housebroken? \_\_\_\_\_

Date of last rabies shot: \_\_\_\_\_

Vet: \_\_\_\_\_

Name of pet owner: \_\_\_\_\_

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

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**8. PET RULES** Lessees are responsible for the actions of the pet at all times. Lessees agree to abide by the following rules:

a. Nuisance. Lessees agree that a pet will not disturb the rights, comforts and conveniences of neighbors or other Lessees. This applies whether the pet is inside or outside of Lessees' dwelling. Pet may not cause damage to the property.

b. Sanitary & Safety Problems. Dogs and cats must be HOUSEBROKEN. All pets must be caged/kenneled 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. Lessees shall not permit their pet to defecate or urinate anywhere on the property such that it creates a nuisance. If pet defecation occurs anywhere on the property, Lessees shall be responsible for the immediate removal of waste in the dwelling or on the grounds and repair of any damage.

c. Pet Waste Lessee 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, driveway, grassy areas, or any other part of the property.

e. Feeding of Pets. Lessee'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 of five feet or less and under the supervision of Lessees when outside the dwelling. Lessees agree to comply with all applicable governmental laws and regulations (Leash Laws).

**9. VIOLATION OF RULES** If any rule or provision of this Pet Addendum is violated by Lessees or Lessees' guests or occupants in the sole judgment of Lessor, Lessees shall immediately (within 48 hrs.) and permanently remove the pet from the premises upon written notice from Lessor or Lessor's representative; and Lessor shall have all other rights and remedies set forth in the Lease, including damages, eviction and/or attorney's fees.

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

**11. REMOVAL OF PET BY LESSOR** If, in Lessor's reasonable judgment, Lessee 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 the pet rules, or (5) repeatedly allowed the pet to defecate or urinate in places other than areas designated by Lessor, Lessor may, after giving written notice, enter the dwelling unit with the proper authorities and remove the pet. Lessor may turn the pet over to a humane society or local authority. Lessor has no lien on the pet for any purpose; but Lessee 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 Lessor retains the right to remove it immediately.

**12. LIABILITY FOR DAMAGES, CLEANING, ETC.** Lessees shall be jointly and severally liable for the entire amount of all damages caused by such pet and all cleaning, de-fleeing, 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, Lessees must pay for complete replacement by Lessor. Payment for damages, repairs, cleaning, replacements, etc. shall be due immediately upon demand. Lessees shall be strictly liable for the

entire amount of injury to the person or property of others, caused by such pet; and Lessee 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.*

**13. MOVE-OUT** Upon move-out of Lessees, Lessee shall pay for de-fleeing, deodorizing, and/or steam cleaning to protect future Lessees 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 Lessor. The Pet Cleaning Fee will be utilized for this purpose.

**14. MULTIPLE LESSEE** Each Lessee who signed the Lease shall sign this Pet Addendum. Lessees and Lessees' guests or occupants shall abide by all pet rules. Each Lessee shall be jointly and severally liable for damages and all other obligations set forth herein, even if such Lessee does not own the pet.

**15. GENERAL** Lessees acknowledge that no other oral or written agreement exists regarding this Pet Addendum. This Pet Addendum and the Pet Rules shall be considered as part of the Lease Agreement described above.

**16. WRITTEN NOTICE** regarding pet(s) to any one party on the Lease shall constitute notice to all parties on the Lease.

**\*Lessee 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 Addendum is a breach of the Lease.**

THIS IS A BINDING LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lessee

Please print name: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lessee

Please print name: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lessee

Please print name: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lessee

Please print name: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lessor / Lessor's Agent