

Assistance Animal Addendum

Resident(s) Name: _____

Address: _____

_____ Annual Verification (_____ date of AR) _____ New Assistance Animal

DESCRIPTION OF ANIMAL. Only the following described assistance animal is authorized to be kept in residents' dwelling unit. Resident is prohibited from replacing and/or substituting an assistance animal without proper verification and written permission from landlord/management.

Type: _____ Breed: _____ Color: _____ Weight: _____

Age: _____ City license number: _____ City of license: _____

Date of last rabies shot: _____ Name of Animal: _____

Animal Housebroken? _____

Photo on file? _____

1. **YOU ARE RESPONSIBLE** for your assistance animal. If your assistance animal causes property damage to the project or to the property of others, you must pay to have the property restored or replaced. If your assistance animal causes bodily injury to any person on the apartment community premises, you must pay all costs. Landlord/Management will consider (1) whether the animal is house broken; (2) whether the animal is under the owner's control; (3) whether the dwelling unit/community can accommodate the animals type, size and weight; and (4) whether the animals presence will not compromise legitimate safety requirements necessary for safe operation of the community.
2. **CONDITIONAL AUTHORIZATION FOR ASSISTANCE ANIMAL.** Residents are hereby authorized to keep an assistance animal, which is described above, on the premises of the above dwelling unit until the above described lease expires. Authorization may be terminated sooner if residents' right of occupancy is lawfully terminated or if the rules listed below are violated in any way by residents or resident's guests or occupants. Permission to keep the above animal may also be terminated if no longer deemed necessary by health care professional.
3. Vicious or dangerous dogs are prohibited as assistance animals on the premises. Any "vicious or dangerous" animal as defined by law will be prohibited.
4. **ANIMAL RULES.** Residents are responsible for the actions of the assistance animal at all times. Residents agree to abide by the following rules:
 - a. Residents agree that an assistance animal will not disturb the rights, comforts and peaceful enjoyment of neighbors or other residents. This applies whether the animal is inside or outside of residents' dwelling. The term "disturb, interfere or diminish" shall include but is not limited to, excessive or repetitive barking, howling, growling, chirping; and/or biting, snapping, scratching, and other like activities.

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- b. Animals must be housebroken. No pet/animal offspring are allowed. Residents must provide litter boxes for cats. The resident shall not permit refuse from litter boxes to accumulate or to become unsightly, unsanitary or odoriferous. Birds must be confined to a cage at all times.
- c. Animals 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 owner's property. The apartment, patio, or grounds shall not be altered to create an enclosure for the assistance animal (no dog houses or animal pens allowed, for example).
- d. Residents are solely responsible for cleaning up assistance animal droppings anywhere on the apartment community grounds. Resident will have waste bags or a "Pooper Scooper" with them at all times while walking the animal outside of the unit, and agrees to remove and properly dispose of any waste. Resident may provide alternative method of waste removal, if approved by landlord/management.
- e. **The Resident agrees to hold Management harmless** from any claims should the animal escape from the apartment, or become lost or missing, and especially acknowledges that Management or Management's employees and designees will be entering the apartment unit on a periodic basis for maintenance, inspection and pest control. Resident also agrees to hold Landlord and/or Management harmless from any claims of personal injury or damages regarding the animal's actions.
- f. Resident's assistance animal must be fed and watered inside the dwelling unit; and food or water may not be left outside the dwelling unit at any time.
- g. Assistance animals shall be kept on a leash and under resident's supervision when outside the dwelling. Landlord or Landlords' representative shall have the right to pick up unleashed animals and/or report them to the proper authorities. Owner shall impose reasonable charges for picking up and/or keeping unleashed animals.
- h. Residents must maintain current inoculations of assistance animals as defined by the Local Department of Health and must be properly licensed. Records must be made available upon request of the management.

- 5. **ADDITIONAL RULES.** Landlord/Management shall from time to time have the right to make reasonable changes and additions to the above rules, if in writing and distributed to all residents who are permitted to have assistance animals.
- 6. **VIOLATION OF RULES.** If any rule or provision of this Addendum is violated by residents or resident's guests or occupants, residents shall immediately and permanently remove the animal from the premises upon written notice from owner or owner's representative; and owner shall have all other rights and remedies set forth in the Lease Agreement, including damages, eviction and/or attorney's fee.
- 7. **COMPLAINTS ABOUT THE ANIMAL.** Resident agrees to immediately and permanently remove the assistance animal from the premises if owner or owner's representative receives reasonable complaints from neighbors or other residents or owner, in the sole discretion of the owner or the owner's representative, determines that the animal has disturbed the rights, comforts, or peaceful enjoyment of neighbors or other residents, or resident has breached the terms and conditions of this policy.
- 8. **LIABILITY FOR DAMAGES, CLEANING, ETC.** Residents shall be jointly and severally liable for the entire amount of all damages caused by such animal and all cleaning, defleaing and deodorizing required because of such animal. This applies to carpets, doors, walls, window coverings, wallpaper, windows, screens, appliances and any other part of the dwelling unit, landscaping, or other improvements on Landlord's property. If such items cannot be satisfactorily cleaned or repaired, residents must pay for complete replacement by owner. Payment for damages, repairs, cleaning replacements, etc. shall be due immediately upon demand. Residents shall be strictly liable for the entire amount of any injury to the person or property of others, caused by such animal; and resident shall indemnify owner for all costs of litigation and attorney's fees resulting in same. Insurance is recommended.
- 9. **LAWS AND ORDINANCES.** Resident hereby agrees to comply with all laws and ordinances concerning and pertaining to the possession and/or harboring of their animal.

Assistance Animal Addendum

I have read and understand the rules regarding having assistance animals at this apartment community as set out in the Animal Rules above, and I agree to abide by these rules as well as the Rules and Regulations and all other provisions of my Lease Agreement.

I affirm that the information given regarding my assistance animal is true and accurate to the best of my knowledge and belief that my animal is properly licensed, and that my animal has had all shots as recommended by the local health department of other city, county or state agency regulating such matter, and will continue to have those shots at the normal intervals while on this apartment community.

Resident

Date

Agent for the Landlord

Date

One of the following currently applies to my Assistance Animal

____ I no longer have this assistance animal

____ I have a change in my assistance animal and have/will provide required documentation to site management

____ My assistance animal information has not changed