

PET RULES

Property Name: _____
Unit #: _____
Applicant/Resident Name: _____

The Resident's right to maintain a pet has been established by Section 227 of the Housing and Urban-Rural Recovery Act of 1983, and the rules and regulations adopted pursuant thereto.

Residents in federally assisted housing for the elderly or disabled are permitted to keep common household pets in their apartments in accordance with these Pet Rules.

Service Animals as defined in the Federal Register and Companion Animals as determined by the Reasonable Accommodations procedures are excluded from these Pet Rules and fall under the terms of the Service/Companion Animal Agreement.

Lease Agreement and Property Rules

Residents agree to comply with the Pet Rules and a violation of any of the Pet Rules may be grounds for removal of a pet or termination of the pet owner's tenancy or both.

Only registered pets residing in a unit are allowed on the premises (Service Animals excluded). Additionally, visiting pet programs sponsored by a humane society or other non-profit organization is permitted. The organization must schedule with and receive written permission from the Resident Manager prior to visitations.

Pet Registration

All pets are to be registered with the Resident Manager prior to bringing the pet onto the property's premises. In addition, the pet owner must update the registration annually.

Pet Type and Pet Size

Resident is hereby authorized to keep one common household pet, which is described in the Pet Registration form NT 07-08.D, on the premises of the resident's dwelling unit until resident's Lease expires.

- Common Household Pet: Means a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, which is traditionally kept in the house for pleasure rather than for commercial purpose. Reptiles (except turtles) are not common household pets
- Size: Dogs and cats may weigh up to but not more than 30 pounds when fully grown and stand no taller than 18 inches at the shoulder; depending on breed (Service/Companion Animals excluded)

Inoculation & Licensing

All pets must be inoculated and licensed in accordance with State or Local Laws or Regulations.

Resident Obligations

Resident agrees to perform promptly and regularly the following obligations in respect to its ownership of a pet within the property.

Sanitary Standards:

- Restrain and prevent the pet from destroying/defacing any part of the property's grounds and/or buildings. Resident will be liable for the cost associated with any damage done by the pet unless this liability is not otherwise imposed by State or local laws or regulations.
- Keep the unit and its patios, if any, clean and free of pet odors, insect infestation, pet waste, and litter.
- Immediately remove, clean up and appropriately dispose of all removable pet waste. The only acceptable method of disposal of removable pet waste is in a sealed plastic bag that is placed in a trash bin.

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- In the case of cats and other pets using litter boxes, perform the following:
 - o Litter boxes and cages must be cleaned out daily by separating the waste from the litter/nesting material.
 - o The litter/nesting material must be changed weekly.
 - o The waste and litter/nesting material must be secured in a plastic bag and placed in a garbage container upon removal.
- At no time is pet waste to be disposed of in the toilet.
- If Management is the one to remove pet waste, Management shall impose a \$5.00 charge per occurrence.

Pet Restraint:

- Cats and dogs are to be appropriately and effectively restrained and under the control of a responsible individual while on the common areas of the property at all times. Landlord shall have the right to pick up unleashed or unattended pets and/or report them to the proper authorities.
- 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. This does not apply to fenced yards (if any), which are for resident's exclusive use.

Standard of Pet Care:

- Dogs and cats must be housebroken, neutered, or spayed, and cats must wear soft paws. All other pets must be caged at all times.
- Resident shall be responsible for the proper care & feeding of the pet. Resident's pet must be fed and watered inside the dwelling unit. Pet food or water shall not be left outside the dwelling unit at any time. This does not apply to fenced yards (if any) which are for residents' exclusive use.
- No pet offspring are allowed.
- Only one pet/animal at a time shall be allowed in an elevator.
- A pet shall not be permitted to disturb the health, safety, rights, comfort, or peaceful and quiet enjoyment of other residents or create a nuisance.
- A pet of vicious or dangerous disposition shall not be permitted within the property for any reason whatsoever.
- A pet shall not be allowed in common areas except for leaving and/or entering the resident dwelling. (Service/Companion Animals excluded)
- If the property has a designated pet exercise and/or waste deposit area, the resident must use this area(s) only to allow pets to deposit waste & exercise. If there is no designated area for exercise and/or waste deposit area, the pets must be taken off the property to exercise or deposit waste. The resident is still responsible for removing the removable pet waste and dispose of it appropriately.
- It is the resident's responsibility to inform his/her guest/visitor not to bring his/her pet onto the premises. (Service Animals excluded)

Inspections

These pet rules shall permit entry and inspection only if management has received a signed written complaint alleging (or the management has reasonable grounds to believe) that the conduct or condition of a pet in the unit constitutes, under applicable State or local laws, a nuisance or a threat to the health or safety of the occupants of the property or to other persons in the community where the property is located.

Violation of Pet Rules

A violation of any of these pet rules by the resident of said pet will constitute a Lease violation notice.

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Should resident feel, upon receiving a Lease violation notice, that the notice is unreasonable or without basis in fact, said resident may request a meeting with the landlord, within 10 days of the notice, to discuss the violation. The resident is entitled to be accompanied at the meeting by a person of his or her choice. Resident's failure to correct the situation, to request a meeting, or to appear at a scheduled meeting may result in initiation of procedures to terminate the resident's tenancy.

Reasons for Refusal to Admit or Remove a Pet

- The pet is not considered or defined as a common household pet.
- Keeping a pet would violate an applicable pet rule.
- A pet owner fails to provide complete pet registration information or fails annually to update the pet registration.
- Management reasonably determines, based on the pet owner's habits and practices, that a pet owner will be unable to keep the pet in compliance with the pet rules and other lease obligations.
- A pet's temperament may be considered as a factor in determining the prospective pet owner's ability to comply with the pet rules and other lease obligations.

Health & Safety & Protection of a Pet

Management or an appropriate community authority has the right to remove any pet from the property, if the pet's conduct or condition is determined to constitute, under the provisions of State or local law, a nuisance or a threat to the health or safety of occupants of the property or members of the community where the property is located.

If the health or safety of a pet is threatened by the death or incapacity of the pet owner or by other factors that render a pet owner unable to care for the pet, management may contact the following party or parties below to care for or to remove the pet:

- Party or parties the resident has listed in the Pet Registration (form NT 07-08.D).
- Appropriate State or local authority (or designated agent or such an authority) to request the removal of the pet if:
 - o The responsible party or parties are unwilling or unable to care for the pet.
 - o Management, despite reasonable efforts, has been unable to contact the responsible party or parties.
- Management may enter the pet owner's unit, remove the pet, and place the pet in a facility (for no longer than 30 days) until the pet owner or a representative of the pet owner is able to assume responsibility for the pet if:
 - o There is no State or local authority (or designated agent of such an authority) authorized to remove a pet under these circumstances

Note: The cost of the animal care facility provided shall be paid for by the pet owner.

Management accepts no responsibility for pets lawfully removed.

Notice of Changes to the Pet Rules

Management shall from time to time have the right to make reasonable changes and additions to the Pet Rules and will post a copy of the Pet Rules at the property office.

Management will submit any proposed Pet Rule change(s) to each resident's household and allow for resident comment; however, the content of the final Pet Rules lies within the sole discretion of the property owner.

Pet Deposit and Unit/Property Damage

The pet deposit is required for cats and dogs. The refundable deposit amount is \$300. The minimum amount due at the time of registration is \$50. The minimum amount due per month thereafter is \$10 until the pet deposit is paid in full.

If the pet deposit amounts set by HUD or Rural Development change in future publications of the Federal Register, the pet deposit required on pets already registered may be increased. The resident will be notified of this change in writing and may be required to pay an additional amount per month until the new deposit requirement has been met.

The pet deposit will be used to pay reasonable expenses directly attributable to the presence of the pet on the property. These expenses may be deducted at any time and may include such costs as repairs and replacements to or fumigation of the resident's apartment or common areas, the cost for care facilities as outlined in the section titled Protection of the Pet and other costs. All carpets, floors and draperies will be cleaned, sanitized and de-fleaed at the cost of the resident upon removal of the pet from the unit, or when the resident moves out.

If the pet deposit is used to pay reasonable expenses while the pet is still in residence, the resident will be required to make monthly payments until the pet deposit is fully funded again.

The unused portion of the pet deposit will be refunded to the resident within thirty days after the resident moves from the property or has notified management in writing that they no longer own or keep a pet in the apartment.

By signing my name & dating below, I am acknowledging that I have received a copy of these Pet Rules:

Resident Signature

Date

Resident Manager Signature

Date

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