

1. Pet Addendum (Has Pet)

1.1 DESCRIPTION OF ANIMAL

Only the following described animal is authorized to be kept in residents' dwelling unit. No substitutions are allowed. No other animal shall be permitted on the premises by residents or residents' guests or occupants. The prohibition includes mammals, reptiles, birds, fish, rodents over (1 lb.) pound in weight.

<<Pet Information>>

PLEASE NOTE: If animals not properly controlled and cared for, animals can disturb the rights of others and cause damages running into many hundreds of dollars for which residents may be held liable.

1.2 CONDITIONAL AUTHORIZATION FOR SERVICE OR COMPANION ANIMAL

Residents are hereby authorized to keep an 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.

1.3 BREED RESTRICTIONS

Pit Bull, Rottweiler, German Shepherd, Husky, Alaskan Malamute, Doberman Pinscher, Chow Chow, Presa Canario, Boxer, Dalmation are prohibited animals on the premises. This applies to pure bred and mixed breed dogs that have similar physical and behavioral characteristics or lineage.

1.4 PET RULES

Residents are responsible for the actions of the animal at all times. Residents agree to abide by the following rules:

(a) Resident agrees to pay a non-refundable pet fee prior to move in date in the amount of \$300. Additionally, there is a monthly pet rent in the amount of \$50 due each month the same day all other rents and fees are due and payable as outlined in Lease Agreement.

(b) Residents agree that an animal will not disturb the rights, comforts and conveniences of neighbors or other residents. This applies whether the animal is inside or outside of residents' dwelling.

(c) Dogs and cats must be housebroken. No pet offspring are allowed.

(d) 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. This does not apply in fenced yards (if any) which are for residents' exclusive use.

(e) Resident will have a sanitary waste remover, commonly called a "Pooper Scooper" or "Pet Scooper" or pet waste bags, with them at all times while walking the animal outside of the unit, and agrees to remove and properly dispose of any waste.

(f) **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, cleaning 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.

(g) Resident's 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.

(h) 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.

(i) Residents must maintain current inoculations of animals as defined by the Local Department of Health and must be properly licensed. Records must be made available upon request of the management.

(j) In the event that Resident requests maintenance/management staff to enter their unit for any reason, the animal shall be restrained at all times during a management/maintenance visit.

1.5 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 service or companion animals.

1.6 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.

1.7 COMPLAINTS / NUISANCE

Resident agrees to immediately and permanently remove the pet, including any service or companion 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 pet has disturbed the rights, comforts, or conveniences of neighbors or other residents.

1.8 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, de-fleaing and deodorizing required because of such animal. This applies to carpets, doors, walls, drags, wallpaper, windows, screens furniture, 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 compete 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 pet; and resident shall indemnify owner for all costs of litigation and attorney's fees resulting in same.

1.9 MOVE OUT

Upon move-out of residents, resident shall pay for de-fleaing, deodorizing, and/or shampooing carpets to protect future residents from possible health hazards, regardless of how long the pet occupied the premises. Such shampooing, de-fleaing, and/or deodorization will be arranged for by Landlord.

1.10 ACKNOWLEDGEMENT

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

I affirm that the information given regarding my pet is true and accurate to the best of my knowledge and belief that my pet is properly licensed, and that my pet 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.

X

Date Signed