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ANIMAL POLICIES / AGREEMENT

Animal Agreement entered into on the DATE, by and between **PROPERTY**, Owner, and **RESIDENT'S NAME**, Tenant, in consideration of their mutual promises agree as follows:

1. Tenant desires and has received permission from the Owner to keep the animal named _____ and described as: _____.
2. This Agreement is an Addendum to and part of the Rental Agreement and/or Lease between Owner and Tenant executed on DATE. In the event of default by Tenant of any of the terms of this Agreement, Tenant agrees, upon proper written notice of default from Owner, to cure the default, remove the animal, or vacate the premises. Tenant agrees that Owner may revoke permission to keep said Animal on the premises by giving Tenant proper written notice.
3. Tenant agrees to comply with:
 - a. The Health & Safety Code
 - b. All other applicable licensing, etc.
4. Tenant agrees to maintain Animal in healthy condition and to update ANIMAL INFORMATION CARD on an annual basis.
5. Tenant agrees to indemnify, defend, and hold Owner harmless from and against any and all claims, actions, suits, judgments, and demands brought by any other party on account of or in connection with any activity of or damage caused by the Tenant's Animal.

I. SELECTION CRITERIA:

A. APPROVAL

Prior to accepting an animal for residency in this community, the animal's owner and the Rental Manager must enter into an "ANIMAL AGREEMENT". In addition, the animal's owner must provide to the Rental Manager proof of the animal's good health and suitability under the standards set forth under "Basic Guidelines" in criteria. In addition, for the case of dogs and cats, proof must be given, and renewed annually, of the animal's licensing and vaccination record, together with proof of spaying or neutering and, in the case of cats, de-clawing.

II. PET DEPOSIT (Not Applicable for **Service Animals** only)

- A. A pet deposit of \$450.00 shall be required for all dogs and cats. This is a **NON-REFUNDABLE** fee. Management reserves the right to change this amount consistent with federal guidelines at any time. There is **NO** deposit for a service animal.
- B. Resident's liability for damages caused by his/her pet is not limited to the amount of the pet fee and the resident will be required to reimburse the Rental unit for the real cost of any and all damages real cost by his/her pet where they exceed the amount of the pet deposit.

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B. BASIC GUIDELINES

1. The following types of common household animals will be permitted under the following criteria:

a. Dogs

- (1) Maximum number - **dependent on property**
- (2) Maximum adult weight - **dependent on property**
- (3) Must be housebroken
- (4) Must be spayed or neutered
- (5) Must have all required vaccinations. See Animal Information Card
- (6) Must be licensed

b. Cats

- (1) Maximum number – **dependent on property**
- (2) Maximum weight – **dependent on property**
- (3) Must be de-clawed
- (4) Must be spayed or neutered
- (5) Must have all required vaccinations. See Animal Information Card
- (6) Must be trained to the litter box

2. Any other animal considered to be a common household pet – i.e. fish, turtle, hamster, etc.

3. Tenant's liability for damages caused by his/her animal is not limited to the amount of the security deposit and the tenant will be required to reimburse the Owner for the real cost of all damages caused by his/her pet where they exceed the amount of the security deposit.

II. ANIMAL RULES:

A. DOGS AND CATS

ANY ANIMAL CAUSING BODILY INJURY TO A TENANT, GUEST OR STAFF MEMBER SHALL BE IMMEDIATELY AND PERMANENTLY REMOVED FROM THE PREMISES WITHOUT PRIOR NOTIFICATION.

1. Dogs and cats shall be maintained within the tenant animal owner's unit. When outside, the animal shall be kept on a leash and under the control of the tenant at all times. Under no circumstances shall any cat or dog be permitted to roam free in any common area. Animals are not permitted in the laundry rooms (service animals excluded) When animal must be unattended in the unit, said animal is to be contained in an approved animal carrier or cage. The tenant is responsible for all damage to apartment when animal is left unattended.

2. All animal waste or litter from cat litter boxes shall be picked up immediately by the animal's owner and disposed of in sealed plastic trash bags and placed in trash bins.

3. Cat litter shall not be disposed of by flushing down toilets. Charges for unclogging toilets or clean-up of common area as a result of animal nuisance shall be billed to and paid by the tenant animal owner.

4. Tenant animal owners agree to be responsible for immediately cleaning up any dirt tracked through the common area lobby, halls or elevators by his/her animal.

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5. Animal owners shall keep their animals under control at all times. Animal owners shall assume sole responsibility for liability arising from any injury sustained by any person attributable to their animal and agree to hold the owner and management harmless in such proceedings.

6. Tenant animal owners agree to control the noise of his/her animal such that it does not constitute a nuisance to other tenants. Failure to control animal noise may result in the removal of the animal from the premises.

7. No animal shall be left unattended in any unit for longer than 12 hours. In the case of an emergency it is recommended that tenant designate a trusted relative or friend as an emergency caretaker of the animal. This information should be given to Rental Manager during the signing of Animal Policies Agreement. It is the tenant's responsibility to arrange for care of animals including providing access to unit.

8. All tenant animal owners shall provide adequate care, nutrition, exercise and medical attention for his/her animal. Animals which appear to be poorly cared for or which are left unattended for longer than 12 hours will be reported to the SPCA or other appropriate authority and will be removed from the premises at the animal owner's expense.

9. In the event of a tenant's sudden illness, the tenant animal owner agrees that management shall have discretion with respect to the provision of care to the animal and at the expense of the tenant animal owner, unless written instructions with respect to such area are provided in advance by the tenant to the management office and all care shall be at the tenant's expense.

10. In the event of the death of a tenant, the tenant animal owner agrees that management shall have discretion to dispose of the animal unless written instructions with respect to such disposal are provided in advance by the tenant to the management office.

11. Animal owners acknowledge that other tenants may have chemical sensitivities or allergies related to animals or are easily frightened by such animals. The tenant, therefore, agrees to exercise common sense and common courtesy with respect to such other tenant's right to peaceful and quiet enjoyment of the premises.

12. Management may require the removal of an animal from the premises on a permanent basis for the following causes:

- a. Creation of a nuisance after proper notification consistent with Section III, 4 of these Animals Rules
- b. Excessive animal noise or odor with proper notification.
- c. Unruly or dangerous behavior.
- d. Excessive damage to the tenant's apartment unit and/or property's common areas.
- e. Repeated problems with vermin or flea infestation.
- f. Failure of the tenant to provide for adequate care of his/her animal.

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- g. Leaving an animal unattended for more than 12 hours.
- h. Failure of the tenant to provide adequate and appropriate vaccination of the animal.
- i. Tenant death and/or serious illness.
- j. Failure to observe any other rule contained in this section and not here listed upon proper notification.

13. Animals of visitors/guest not owned by the tenant are strictly prohibited.

III. NOTIFICATION POLICY:

In the event that an animal owner violates these animal rules, management shall provide notice of such violation as follows:

A. CREATION OF NUISANCE

- 1. The owner of an animal which creates a nuisance upon the grounds, by excessive noise, odor or unruly behavior shall be notified of such nuisance in writing by management and shall be given no more than five (5) days to correct such nuisance.
- 2. Management shall take appropriate steps to remove a pet from the premises in the event that the animal owner fails to correct such a nuisance within the five (5) day compliance period.

B. DANGEROUS BEHAVIOR

- 1. Any animal which physically threatens (see 5 below) a tenant, guest, staff member or other authorized person present upon the property shall be considered dangerous.
- 2. Tenant agrees to indemnify, defend, and hold Owner harmless from and against any and all claims, actions, suits, judgments, and demands brought by any party on account of or in connection with any activity or damage cause by the Tenant's Animal.
- 3. Management shall provide written notification to the animal owner of dangerous behavior and the animal owner shall have no more than five (5) days to correct the animal's behavior or remove the pet from the premises.
- 4. Management shall take appropriate steps to remove an animal from the premises in the event that the animal owner fails to correct the dangerous behavior of his/her animal within the compliance period.

5. ANY ANIMAL WHICH CAUSES PHYSICAL HARM TO ANY TENANT, GUEST, STAFF MEMBER OR OTHER AUTHORIZED PERSON PRESENT UPON THE PROPERTY SHALL BE IMMEDIATELY REMOVED FROM THE PREMISES BY MANAGEMENT

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Tenant's signature upon these house rules shall constitute permission for management to take this action in the event of bodily injury caused by his/her animal.

"I have read and understand the above animal policies and agree to comply fully with their provisions. I understand that failure to comply may constitute reason for removal of my animal. Where required by management to remove my animal from the premises, I agree to affect such removal and understand that my failure to do so shall constitute grounds for eviction."

DATED THIS _____ DAY OF _____, 2016

MANAGEMENT

print name
For Terra Properties, Inc.
acting as Agent for Owner

TENANT

print name

CO-TENANT

print name

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