# NHE, INC RENTAL AGREEMENT ADDENDUM PETS ONLY

This Addendum is made to the Rental Agreement Dated

Between: \_\_\_\_\_ LANDLORD,

and \_\_\_\_\_\_ RESIDENT(S),

for APARTMENT NUMBER \_\_\_\_\_\_ at \_\_\_\_\_ APARTMENTS.

This Pet Addendum is designed to protect all residents (whether or not they own pets), and to encourage the safety and well being of approved pets.

# I. PET ENTRANCE REQUIREMENTS

# A. DEFINITION OF "PET"

For the purposes of this addendum, the term "Pet" is defined as a small dog, small cat, bird, or fish which belongs to a resident of the property, and which is domesticated. Animals which are used to assist the handicapped (Seeing-eye dogs, for example) are not covered by this addendum. Other types of pets are not permitted anywhere on the property.

# B. ANIMALS THAT ASSIST THE HANDICAPPED (ASSISTIVE ANIMALS)

To be excluded from this Pet Addendum, the Animal Owner must certify in writing that he or she is handicapped, that the Animal has been trained to assist persons with that specific handicap, or that the Animal actually assists the handicapped resident in some manner.

Animals so excluded from the Pet Addendum must conform to regulations of any applicable Federal, State, or Local law, and the owner must show proof of required shots.

# C. RESIDENT'S ABILITY TO MAINTAIN PET

Each Pet Owner must be physically and mentally capable of taking care of the Pet. A physician's statement, updated annually, will be acceptable proof.

Any resident who, by their health, habits, or practices, demonstrates an inability to comply with the Pet Addendum will not be permitted to have or maintain a Pet.

## D. PET SECURITY DEPOSIT

A Pet Security Deposit is not required for fish if the aquarium is 10 gallons or smaller.

A Pet Security Deposit of \$300.00 is required for all other pets. The Pet Security Deposit can be paid \$50.00 at the time the Pet is approved, and \$10.00 on or before the first day of each month until the entire \$300.00 is collected. If a Pet Owner does not make Pet Security Deposit payments when due, the property may require that the Pet be removed from the property.

Pet Security Deposits will be held in the property's Security Deposit Account. After move-out or once the resident no longer has a pet that requires a Pet Security Deposit, any balance of the Pet Security Deposit not needed to repair pet damage will be refunded, within a reasonable time in accordance with State and Local law.

A Pet Security Deposit is not required for Assistive Animals.

# E. SIZE OF PET

A Pet shall weigh no more than 20 pounds at maturity. For cases in which a Pet's weight at maturity is questionable, American Kennel Club standards shall be used for dog; and Cat Fanciers Association shall be used for cats.

## F. NUMBER LIMITATIONS

No more than one dog or cat per apartment. No more than two birds per apartment.

# G. CARE OF PET

The Pet Owner must annually provide a signed statement from their veterinarian stating that their Pet has been inoculated in accordance with State and Local law, the properties required inoculations, and that any animal over 6 months of age has been spayed or neutered. In addition to State or Local law the following are inoculations required by the property:

Dogs	Cats
Rabies	Rabies
DHLPP-Distemper	FVRCPP-Feline Viral Rhinotracheitis
Hepatitis	Calici Virus
Para Influenza	Panleukopenia
Parvo Virus	Pneumonitis

### H. REGISTRATION

The Pet Owner must annually provide proof that the Pet is licensed, if required by the City or County in which the property is located. The Pet must wear a license tag, if required by the City or County.

The Pet must wear a tag showing the name and address of the Pet Owner.

The Pet Owner must provide the name, address and phone number of two or more persons, other than residents, who will care for the Pet if the Pet Owner dies, is incapacitated or is otherwise unable to care for the pet. The so designated person must write a letter to the property so stating their willingness to accept the pet if called upon.

### II. PAPERWORK

The Pet Addendum will expire at the end of the initial term of the Pet Owner's rental agreement.

Upon expiration, the Pet Addendum will be renewed provided that (a) the Pet Owner and the Pet are in compliance with all provisions as stated in the Pet Addendum in effect at the time; (b) for dogs and cats, the Pet Owner provides proof that the Pet is properly licensed, if required by the City or County and; (c) for dogs and cats, the Pet Owner provides proof of inoculations and tests as recommended by a veterinarian or required by the City or County.

## III. REQUIREMENTS FOR PET OWNERSHIP

## A. TAGS

At all times, dogs and cats will be required to wear appropriate tags which verify licensure, and a tag with the Owner's name and address.

## **B. FLEA CONTROL**

For dogs and cats, the Pet Owner shall keep the apartment free of fleas at all times. If fleas are discovered in the apartment, the Pet Owner will have the apartment treated, at the Pet Owner's expense, by a properly licensed pest control company, until fleas are eradicated.

## C. PET CONTROL IN COMMON AREAS

Pets shall not be carried in common areas inside buildings. Pets shall be on a leash outside the buildings. Pet exercise areas will be designated on the grounds of the property. Pet will not be exercised on other areas of the grounds.

#### D. WASTE CONTROL

Pet Owners shall be responsible for immediate cleanup after exercising a Pet. Waste shall be bagged and placed in the dumpster by the Pet Owner. For any waste not

properly disposed of by the Pet Owner and requiring removal by on-site staff, the Pet Owner will be billed for damages and served a Rental agreement Violation notice.

Kitty litter is to be bagged, securely tied, and carried to the dumpster. Kitty litter must be changed and removed from the apartment at least twice per week.

#### E. COMPLIANCE

Pet Owners accept that they are responsible for the condition and actions of their Pets. Any noncompliance with this Pet addendum will constitute noncompliance with the property's Rental agreement Agreement.

### IV. MISCELLANEOUS

### A. FIRE EMERGENCY

Concern for human safety must take precedence over Pets. If the fire alarm sounds, place the Pet in the bathroom and close the door. If evacuation is necessary, the fire department will be responsible for the evacuation of residents and other persons first, and then Pets. Pets must not inhibit any safety measures taken on behalf of residents.

### B. REMOVAL OF PET

The property is permitted to have the Pet removed, at the Pet Owner's expense to a veterinarian of the property's choice, in the event of emergency when the Pet Owner is absent.

The property is permitted to have the Pet removed at the Pet Owner's expense if it exhibits dangerous behavior or signs of illness presenting a potential hazard to the health and safety of the community.

#### V. PROPERTY'S REMEDIES

The property shall have the right to notify the Pet Owner in writing of problems involving the Pet -- including but not limited to: cleanliness of the apartment; damage to the apartment or elsewhere on the property; excessive noise; or harassment of other residents or staff, including but not limited to aggression -- and give the Pet Owner fourteen (14) days to remedy the situation. If the problem is not satisfactorily remedied by the Pet Owner, the property shall have the right to begin eviction proceedings against the Pet Owner.

## VI. ACKNOWLEDGEMENT

The Pet Owner hereby acknowledges that he or she has read and understood the Apartment Community Pet Policy, and agrees to comply with all its provisions.

PET OWNER:

AGENT FOR LANDLORD:		
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GUARDIAN:		
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