

Pet Addendum

The Term Of this Addendum shall be for the same period of The Lease Agreement including any extensions thereof. Landlord and Tenant hereby agree as follows:

Tenant shall bring all authorized pets to the leasing office to be photographed.

The following constitutes a list of animals, and/or breed of animals, that shall not be permitted in, on or upon any dwelling unit or common area. Animals not listed below, but which display substantially similar physical characteristics or traits to those animals listed below, shall be treated as though they had been listed below. Reasonable accommodations may be made for service animals, in accordance with applicable laws.

Restricted Breeds of Dogs: Pit Bull Terriers, Staffordshire Terriers, Presa Canarios, Boxer, Chow Chow, Akitas, Cane Corso, Alaskan Malamutes, Siberian Huskies, Rottweiler, Saint Bernard, Huskies, Malamutes, German Shepherds, Great Dane, and any animal which has been crossbred with a wild animal (including but not limited to wolf/dog or coyote/dog). Any hybrid or mixed breed of one of the aforementioned breeds.

A maximum of 2 pets allowed in unit and ONLY 1 PET per unit OVER 40 lbs. is permitted.

ONLY domesticated cats, dogs, fish aquariums less than 50 gallons, and birds are permitted.

This Pet Addendum must be filled out, signed, and approved by management BEFORE a pet is brought on property or kept in said unit.

Veterinary Requirements:

Tenant is required to present paperwork from a licensed veterinarian to Pines at Southridge office stating:

1. Pet(s) listed below have all vaccinations as may be required by law and that the pet(s) is/are current on said vaccinations and in good health.
2. **Pet Rent(s) and Pet Fee(s) are determined by the animals expected adult size and weight if not fully grown when the pet addendum is agreed upon and signed.**

Tenant shall be allowed to keep only the pet(s) listed herein on or at the premises. Tenant understands and agrees that Tenant shall be responsible for any and all damages, which may be caused by such pet(s).

- a) It is Tenant's responsibility to keep the premises clean of all feces and urine. **Tenant shall be charged per incident per removal of pet waste and cat litter without warning.** A \$100 fine will be charged for the first offense, \$150 for second. A \$200 fine for the third offense and may result in requiring the pet to be removed from the property. **Odors arising from cat litter will not be tolerated. Dog feces will be picked up and properly disposed of immediately following each and every outdoor occurrence.**
- b) Tenant further agrees that the Tenant shall not breed or whelp neither said pet nor allows any progeny of said pet on or at the premises.
- c) The following rules apply specifically to dogs: Dogs must be spayed or neutered, kept on a leash and accompanied by resident at all times.
- d) The following rules apply specifically to cats: Cats must be spayed or neutered and kept in the apartment at all times except when being transported. Under no circumstances are cats allowed in common areas or outdoor areas. Tenant(s) must provide and maintain an appropriate litter box. Cat litter must be double bagged in plastic prior to disposal in the garbage. Tenant(s) may not dispose of litter in toilets, even if litter is mark "flushable" (cat litter may cause pipes to flood or clog).
- e) Tenant agrees to follow all applicable laws which may govern the keeping of said pet(s) including licensing. Copies of any licenses shall be provided to Landlord.
- f) No pet that is not completely housebroken will be permitted.
- g) Tenant(s) shall be liable for the entire amount of all damages caused by the Pet. In the event that extermination for any type of pest of infestation including but not limited to pet related pests, fleas, ticks, etc. becomes necessary, all expenses and costs thereof will be assessed to the Tenant. If any item cannot be satisfactorily cleaned or repaired, Tenant(s) must pay for complete replacement of such items
- h) When maintenance work or personnel are scheduled to be at the property, Tenant agrees that they shall either be present at the scheduled time to control the pet, secure the pet in an area which will not interfere with the work or inspections being performed, or kennel/crate the pet.
- i) Landlord or Landlord's agents shall not be liable for any escape, injury, or death of the pet.
Tenant warrants that the pet has no history of causing physical harm to persons or property, such as biting, scratching, chewing, etc. and further warrants that the pet has no vicious history or tendencies.

- j) Pets may not run loose on the ground nor may pets be left tied up outside for any length of time. Tenants must accompany pets at all times when outdoors.
- k) Tenant shall be strictly liable for the entire amount of any injury to any person or property caused by the pet and shall indemnify Landlord for all and all costs resulting from the same including but not limited to costs of litigation and attorney's fees.
- l) Tenant understands and agrees that in the event the pet(s) becomes a nuisance, is permitted to causes damages of any kind, discomfort, annoyance or in any way to inconvenience other residents (as determined by Landlord) and/or complaints that are received regarding said pet(s), the Landlord may upon a written notice to Tenant require the Tenant to permanently remove said pet(s) from the premises and revoke this addendum.
- m) If, at Landlord's sole discretion, Tenant has abandoned the Pet, left it for any extended period without food or water, failed to care for the Pet if it is sick, then Landlord may, upon one day's prior written notice left in a conspicuous place, enter the dwelling unit to remove the Pet and turn the Pet over to a humane society or local authority. Landlord shall not be liable for loss, harm, sickness, or death of the Pet unless due to Landlord's negligence. Landlord has no lien on the Pet for any purposes, but Tenant shall pay for reasonable care and kenneling charges if Pet is removed in accordance with this provision.
- n) In the event the Landlord revokes this Addendum, all remaining terms and conditions of the lease agreement shall remain in full force and effect.
- o) The Pet shall not cause any damage to the Premises or any discomfort annoyance or nuisance to any other tenant.
- p) This Agreement is an Addendum to the Lease between Landlord and Tenant(s). If any rule or provision of this Agreement is violated, Landlord shall have all rights and remedies set forth in the Lease for violations or default thereof: including but not limited to eviction, damages, and termination of the Lease
- q) No pet(s) shall be fed on unprotected carpeting within the rental unit. DO NOT feed your pet outside of the rental unit or leave food of any kind for your pet (or strays) outside of the rental unit.

- Upon the execution of this Addendum, Tenant shall pay to Landlord, the pet fee pursuant to Paragraph 27 of The Lease Agreement, in the sum of \$300 for/per pet up to and not exceeding 40 lbs., and \$400 for a pet over 40 lbs. **Only one pet per apartment over 40 lbs.**
- Upon the execution of this Addendum, Tenant's rent shall increase by \$15.00 per pet 40 lbs. and under, and \$30.00 per month for a pet over 40 lbs. pursuant to Paragraph 27 of the Lease Agreement.
- All other provisions of The Lease Agreement shall remain in full force and effect.

This Addendum is executed in duplicate and by executing the same; Landlord and Tenant each acknowledge receipt of one fully executed original of this Addendum.

By their signatures, the Tenant acknowledges that they have read this addendum and that all of its terms and conditions were explained to their satisfaction.