

ASSISTANCE ANIMAL AGREEMENT

This Assistance Animal Agreement (“Agreement”) is entered into between _____ (“Landlord”) and _____ (“Tenant”) on this ____ day of _____, 20__.

Tenant seeks to have the companionship of an animal in Tenant’s unit _____. Tenant has submitted a Certification of Need for Reasonable Accommodation (attached hereto as Exhibit “A”) to the Landlord. The Landlord has reviewed and determined that the request shows tenant has a disability that limits a major life activity and that the accommodation of waiving Landlord’s no pet policy and allowing Tenant to reside with the assistance animal is necessary to afford Tenant an equal opportunity to use and enjoy the dwelling. Tenant understands there is no additional security deposit required and agrees to the following:

1. Only the following described assistance animal will reside in the Tenant’s unit:

Type: _____ Breed: _____ Color: _____

Age: _____ Weight: _____

Name of Animal: _____

(Photograph of assistance animal attached hereto as Exhibit “B”)

2. Tenant represents and affirms that the assistance animal will not be allowed out of Tenant’s unit except when under Tenant’s (or, if applicable, Tenant’s care provider’s) direct control and authority.

3. Tenant represents and affirms that the assistance animal does not have a history of aggressive, threatening, or violent behavior.

4. Tenant represents and affirms that he/she has properly licensed the assistance animal if there is any general municipal or governmental licensing requirement for this type of animal.

5. Tenant represents and affirms that he/she has inoculated the assistance animal for rabies and other usual inoculations for this type of animal (Certificate attached hereto as Exhibit "C").

6. Tenant represents and affirms that he/she will not chain or tie the assistance animal in any way to the exterior of the building.

7. Tenant certifies that the assistance animal will not pose a direct threat of harm or danger to any of the other tenants, Landlord's staff, or any other individuals. If the assistance animal poses a direct threat of harm to anyone during Tenant's residency, the Landlord will notify the Tenant in writing of the problem and upon receipt of such written notice, Tenant shall have seven (7) days to correct the behavioral issue with the assistance animal. If Tenant fails to correct the problem within seven (7) days of receiving notice from Landlord, Landlord may terminate Tenant's occupancy rights upon 7 days' notice.

8. Tenant agrees to immediately notify the Landlord of any property damage caused by the assistance animal and further agrees that any damages attributed to the assistance animal will be paid promptly by tenant.

9. Tenant agrees to continually clean up after the assistance animal. Tenant expressly acknowledges that Landlord does not provide as part of its normal services animal waste removal and that Tenant is solely responsible for such waste removal.

10. Tenant agrees that the Tenant's unit will be inspected via UV or "Black Light" periodically and at the end of the least term. Tenant agrees to pay for the replacement of any

carpeting or flooring that has detectible amounts of pet urine present as determined in the Landlord's sole and absolute discretion.

11. The Tenant acknowledges that violation of this agreement may subject Tenant to termination of authorization to keep the animal or eviction.

12. Tenant represents and affirms that Tenant has given notice of Tenant's assistance animal to all co-tenants and guarantors. All guarantors acknowledge that they will share in the responsibility for any damages under this Agreement as acknowledged by their signature to this Agreement.

13. This agreement shall become an addendum to the original lease agreement between Tenant and Landlord.

(Tenant)

Date

(Guarantor)

Date

(Guarantor)

Date

(Landlord)

Date