



SERVICE / ASSISTANCE ANIMAL AGREEMENT

This agreement is an addendum to the Lease Agreement ("LEASE") dated _____, between APM Clemson ("LANDLORD") and _____ ("TENANT") for the residence located at _____ ("PREMISES").

LANDLORD hereby agrees to allow TENANT to have a Service / Assistance Animal as a reasonable accommodation for a qualifying disability. Except as expressly modified herein, all terms of the LEASE between the parties control.

Upon the full execution and delivery of this Agreement by the TENANT, the following Service / Assistance Animal may be brought into the PREMISES:

Pet Name _____ Pet Breed _____ Pet Age _____

Pet Height _____ Pet Weight _____

Date of Last Vaccination* _____ Proof of Spay/Neuter* _____

*Supporting documents are attached to this agreement.

1. TENANT has read, understands, and agrees to abide by all applicable policies pertaining to pets except where modified herein.
2. TENANT agrees to provide written documentation from their medical doctor affirming TENANT'S disability and need for a Service / Assistance Animal.
3. TENANT represents and affirms that the Service / Assistance Animal is properly trained and licensed, if applicable, and that animal has been inoculated for rabies and other usual inoculations for this type of animal. TENANT further represents that the Service / Assistance Animal does not pose a direct threat of harm or danger to any person and will not cause damage to the PREMISES.
4. TENANT acknowledges that the ownership of or need for the Service / Assistance Animal does not entitle TENANT to permit the animal to bother, disturb, threaten, or harm other persons without cause. When outside PREMISES, the animal must be supervised, and TENANT must retain control of the animal always.
5. TENANT is responsible for the proper disposal of all animal waste immediately and properly. TENANT acknowledges that if the animal violates the rules in this Agreement or LEASE, LANDLORD has the right to evict TENANT and animal from PREMISES, as well as exercise all other remedies available by law.
6. LANDLORD will not charge any pet fees for your Service / Assistance Animal. However, you will be liable for any damages that the animal may cause to the interior or exterior of PREMISES.
7. Specifically, regarding a Service / Assistance Animal as defined by the FHAct, Section 504, and/or the ADA, you will comply with the FHAct, Section 504, and/or the ADA, et al. in its entirety. Therefore, if TENANT misrepresents themselves as qualified to use a Service / Assistance Animal, TENANT agrees that such conduct constitutes a material violation of LEASE, LANDLORD has the right to terminate the LEASE, seek damages, eviction, attorney's fees and court costs to the extent allowed by law.
8. Any Service / Assistance Animal having offspring must be brought to the immediate attention of the LANDLORD.
9. TENANT agrees to indemnify, hold harmless, and defend LANDLORD against all liability, judgments, expenses (including attorney's fees), or claims by third parties for any injury to a person or damage to property whatsoever caused by the Service / Assistance Animal.

By signing below, TENANT affirms they have read and understand the terms of this Service / Assistance Animal Agreement, had the opportunity to consult with legal counsel and agree to be jointly and severally liable for the complete fulfillment of the terms of this agreement.

TENANT PRINTED NAME

TENANT SIGNATURE

DATE

LANDLORD PRINTED NAME

LANDLORD SIGNATURE

DATE