

PET ADDENDUM TO LEASE AGREEMENT

This **ADDENDUM** is made on ___/___/___ between Landlord and Tenant(s) and understood to being included and recognized as Attachment A to modify the Lease between Landlord and Tenant(s) dated ___/___/___ as follows:

1. AUTHORIZATION OF PET(S) AT PROPERTY LOCATION:

Landlord grants permission to Tenant(s) to keep the Pet(s) described herein on the Premises (also referred to as "Property") subject to the terms and conditions of the Lease and this Addendum. Landlord may revoke permission at any time if Tenant fails to comply with any of the terms of the Lease and this Addendum.

Tenant(s) is permitted to keep the following Pet(s) described herein on the Property. The term "Pet" refers to any animal, whether mammal, reptile, bird, fish, rodent, or insect. The term "Pet" excludes a service animal.

TYPE OF PET(s): ☐ Dog ☐ Rabbit ☐ Other _____
☐ Cat ☐ Reptile
☐ Bird ☐ Fish

2. SERVICE, GUIDE, SIGNAL, OR SUPPORT ANIMAL:

Under the Americans with Disabilities Act (ADA), the term "Pet" excludes a service, guide, signal, or support animal used by Tenant because of blindness, or deafness, or because of a physical handicap, or because the Tenant is a handler or trainer of support or guide animals. The ADA defines a "service animal" as a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability.

3. PET DETAILS/DESCRIPTIONS:

DOES TENANT HAVE A DOG WHICH IS SERVICE ANIMAL? ☐ Yes ☐ No

DOG(s) INFORMATION (If Applicable):

Name of Dog(s): _____

Dog(s) Weight: _____

Age of Dog(s): _____

Are the Dog(s) Spayed or Neutered? ☐ Yes ☐ No

Are the Dog(s) vaccinations Current? ☐ Yes ☐ No

Are the Dog(s) licensed? ☐ Yes ☐ No

Are the Dog(s) certified as a Service Animal? ☐ Yes ☐ No

Have the Dog(s) ever bitten or injured another person? ☐ Yes ☐ No

If yes, please describe incident: _____

The laws of the State of Texas make it illegal for a Landlord to refuse to rent property or to otherwise discriminate against any person on the basis of a service animal. Service animals and lease agreements are also guided by federal law under the Americans with Disabilities Act as well as under the Fair Housing Act.

DOG PHYSICAL DESCRIPTION(S):

THE DOG BREEDS LISTED BELOW ARE STRICTLY FORBIDDEN FROM LIVING ON THE PREMISES:

Akitas, Alaskan Malamutes, American Bulldogs, Beaucerons, Cane Corso, Caucasian Mountain Dogs, Chows, Doberman Pinschers, German Shepherds, Great Danes, Pit Bulls, Rottweilers, Siberian Huskies, Staffordshire Terriers, and Wolf Hybrids.

CAT(s) INFORMATION (If Applicable):

Name of Cat(s): _____

Cat(s) Weight: _____

Age of Cat(s): _____

Are the Cat(s) Spayed or Neutered? ☐ Yes ☐ No

Are the Cat(s) Declawed? ☐ Yes ☐ No

Are the Cat(s) vaccinations Current? ☐ Yes ☐ No

CAT PHYSICAL DESCRIPTION(S):

IF PET IS/ARE FISH:

Size of Container/Aquarium: _____

Weight of Container/Aquarium: _____ lbs.

Name of Pet: _____

4. PET DEPOSIT:

Tenant will pay a **\$300** Pet Deposit to Landlord.

Pet deposits cannot be charged for a service animal; however, a damage deposit can be requested. The following Pet deposit does not include any charge for service animals allowed on the premises.

Check Which Paragraph Below Applies:

☒ **Section A** ☐ **Section B**

Section A:

If, under state law, Pet deposit is treated as a security deposit, use Section A.

The Pet deposit is an increase in the security deposit in the lease and is made part of the security deposit for all purposes. This increase in the security deposit is not refundable before the Lease ends, even if the Pet(s) is/are removed. Any refund of the security deposit, including this increase, is governed by the terms of the Lease and state law.

Section B:

If, under state law, Pet deposit is not treated as a security deposit, use Section B.

The Pet Deposit is separate and apart from the security deposit in the Lease and is governed by this Addendum. The Pet Deposit is not refundable before the Lease ends, even if the Pet(s) is/are removed. Any refund of the Pet Deposit is governed by the terms of this Addendum and state law.

5. DAMAGE DEPOSIT:

NOTE: *This clause only applies to service animals.*

Tenant shall pay Landlord an additional **\$0** as a Damage Deposit. This damage deposit is not refundable before the Lease ends, even if the Service Animal no longer resides

with Tenant. Any refund of this damage deposit is governed by the terms of the Lease and state law.

6. PET RENT:

NOTE: *No Pet rent can be charged for a service animal. The following Pet rent does not include any charge for service animals allowed on the premises.*

In addition to any rent or other fees, Tenant will pay **\$0** rent per Pet for each month, or part of a month, for a total of **\$0** that the Pet(s) is/are on the Premises. The Pet(s) shall be considered to be on the Premises until the Pet(s) is/are removed, and Landlord has received confirmation concerning this removal. This rent shall be payable according to the terms of the rent in the Lease agreement referred to in this Addendum.

7. PET FEE:

NOTE: *No Pet fee can be charged for a service animal. The following Pet fee does not include any charge for service animals allowed on the premises.*

Check Which Paragraph Below Applies:

☒ **Section A** ☐ **Section B**

Section A:

Tenant will pay Landlord an additional, non-refundable **\$250** Pet fee.

Section B:

Tenant will pay Landlord an additional, refundable \$_____ Pet fee.

8. PET CONTROL:

Tenant agrees to comply with all the applicable statutes, ordinances, restrictions, homeowner's association rules, and other enforceable regulations regarding any Pet, including licensing the Pet, if applicable. Tenant further agrees to: 1) keep Pet vaccinations current, 2) to confine the Pet, when outside, with a leash or in a carrier, and 3) to promptly and properly remove any Pet waste from any part of the Property. Tenant shall take all reasonable action to ensure that the Pet(s) described herein do not violate the rights of other persons on the Property and shall not permit the Pet(s) to bark, howl, snarl, or otherwise create any noise at such a level, frequency, or time as to disturb other Tenants.

Tenant shall not leave the Pet(s) unattended on the Premises for any period in excess of **one** day. Tenant shall provide proper care, food, and shelter for the Pet(s). No breeding of the Pet(s) shall be permitted on the premises.

9. PET REMOVAL:

If Landlord receives any written or verbal complaints from other Tenants at the Property concerning Tenant's failure to comply with the conditions described in Paragraph 8 of this Addendum, Landlord shall investigate the complaint(s) and inform Tenant, in writing, about the same. If Tenant fails to address said complaint(s) after **3** Written Notices, Landlord shall notify Tenant, in writing, of Landlord's demand to remove, or to cause to be removed, Tenant's Pet or Pets from the Premises within **5** days.

10. TENANT'S LIABILITIES:

Tenant shall be responsible for all damages to the Premises caused by the Pet(s) described herein, including but not limited to carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, sod, yards, fences, or landscaping. Upon termination of the Lease or removal of the Pet(s) from the Premises, whichever occurs first, and if any part of the Premises leased by Tenant were damaged or fouled by the Pet(s) or infested with fleas, Tenant shall be responsible for the cost for professional carpet cleaning, treatment for flea infestation, and any other repair or replacement required and related to property

damage caused by Tenant's Pet(s). These repair or replacement costs shall be deducted from the Pet or Damage Deposit. If damage caused by the Pet(s) exceeds the dollar amount of the Pet or Damage Deposit, any and all additional costs must be paid by Tenant immediately upon demand by Landlord.

11. ACCESS TO PREMISES:

Tenant must remove or confine any Pet at any time that the Pet is likely to limit or to prohibit Landlord or other authorized persons access to Premises as permitted by the Lease.

12. INDEMNIFICATION:

To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord, Landlord's property manager (if there is one), and Landlord's agents from any and all damages, expenses, and reasonable attorney's fees, if any, which Landlord may suffer or incur in connection with the act or acts of any Pet(s) described herein.

13. DEFAULT:

If Tenant breaches any provision in this Addendum, Landlord may exercise any or all of the remedies described under Paragraph "Default" of the Lease.

THIS IS A LEGALLY BINDING CONTRACT: IF ANY OF THE TERMS ARE UNCLEAR TO YOU, YOU ARE ADVISED TO SEEK INDEPENDENT LEGAL ADVICE FROM AN ATTORNEY.

LANDLORD:

Signature: _____

Print Name: _____

Date: _____

TENANT:

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Date: _____