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| --- | --- |
| ASSOCIATION: | Madison Place of Pompano Beach Homeowners Association, Inc. |
| PROPERTY: |      , Pompano Beach, FL 33064 |
| OWNER(s): |       |
| TENANT(s): |       |

 DATE:

The Owner(s), Tenant(s) below is/are authorized to have animal(s) in the Property as described:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **TYPE** | **NAME** | **LICENSE #** | **LICENSE AUTHORITY** | **BREED(s)** |
|       |       |       |       |       |
|       |       |       |       |       |
|       |       |       |       |       |

**STATEMENT OF NO PRIOR AGGRESSION AND / OR PRIOR DOG BITE**

This statement must be signed by the Authorized Person(s) for the Association as well as the “Occupant(s)” of scheduled properties. The signature below confirms that during the life of the Canine and up until the day of:      : **CHECK A BOX BELOW**

[ ]  The Occupant(s) has no known aggression or dog bites related to the Canine(s) owned by the Tenant; the Tenant has no knowledge of any facts, circumstances or information relating to any incident arising out of the Tenant’s Canine which might result in a claim of liability.

[ ]  The Occupant(s) has known of prior aggression or dog bites related to the Canine(s) owned by the Tenant; The Tenant does have knowledge of facts, circumstances or information relating to any incident arising out of the Tenant’s Canine which could have or has caused for a claim of liability.

The Owner(s)/Tenant(s) declares that the information contained herein is true accurate and complete and that no facts have been suppressed or omitted. The Owner(s)/Tenant(s) understands and acknowledges that the information requested and the representations made and the facts provided by the Owner(s)/Tenant(s) in this Declaration are deemed material so in reliance upon the truthfulness and accuracy of the Owner(s)/Tenant(s) representations. The Owner(s)/Tenant(s) understands that any incorrect, false or misleading information provided to the Association could result in denial or rescission of residence.

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| --- | --- | --- |
| **PRINTED NAME** | **SIGNATURE** | **DATE** |
|      , for the Owner(s) |  |  |
|      , for the Owner(s) |  |  |
|      , for the Tenant(s) |  |  |
|      , for the Tenant(s) |  |  |
| FOR THE ASSOCIATION: |
| Matt Jelinek, Manager / CAM |  |  |

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| TENANT(s): |       |

**RULES & REGULATIONS REGARDING ANIMAL(s) INCLUDING EMOTIONAL SUPPORT ANIMALS**

1. Owner(s), Tenant(s) understand that they are responsible for the conduct of their guest(s), visitor(s) and invitee(s) including any Service Animal(s), Emotional Support Animal(s) and other animal(s) that come to the Association; and
2. All animal(s) must have current licensing/registration as required by State and Local Authorities; and
3. All animal(s) must have current vaccinations as required by State and Local Authorities; and
4. Pet waste must be disposed-of in sealed receptacles immediately including in private area(s) and backyards – even if fenced-in; and
5. All animal(s) must be on a leash when outside the Premises unless the Premises has a private backyard or fenced-in area that provides sufficient protection and security precluding person(s) who are not Tenant(s) from entering the area; and
6. **BY SIGNING BELOW, OWNER(s), TENANT(s) AND ALL OTHERS INDEMNIFY, HOLD HARMLESS, AND RELEASE THE ASSOCIATION, ITS AGENTS, ASSIGNS, EMPLOYEES, AND ALL OTHERS FROM ANY INJURY(IES) OR DEATH THAT OCCURS SHOULD OCCUPANT(S) BRING AN ANIMAL INTO THE DOG RUN(S) AT ANY PROPERTY**; and
7. Owner(s) and Tenant(s), by signing below, agree to properly cage or otherwise secure any animal(s) upon receipt of a properly served Notice to Enter by Association; and
8. If this box is checked o Owner(s) / Tenant(s) are required to carry Animal Insurance to cover any injury(ies) to persons as a result of the animal(s) being on/about the Property or in the Premises listing the Association as an additionally-named insured; and
9. Owner(s) and Tenant(s), by signing below, agree that if animal(s) waste is not properly managed by Occupant(s) and other resident(s) or tenant(s) of the building, that Association shall not be held liable to determine who is not picking up after their animal(s) and may equally charge all cost(s) for maintenance staff to manage this against the ledger(s) of all premises on the property that have animal(s); and
10. Owner(s) and Tenant(s) further understand and agree that any violation(s) of these Rules & Regulations for Animal(s) shall constitute a breach of the Certificate of Occupancy Approval and this Addenda allowing Association to exercise all remedy(ies) available to Landlord/Association under the Laws of the State of Florida or the removal of offending animal(s) and/or Occupant(s); and
11. Owner(s) and Tenant(s) understand that they may not allow their animal(s) to defecate or trespass on the property of other homeowners, residents; and
12. THESE RULES AND REGULATIONS SHALL ALSO APPLY TO ANY EMOTIONAL SUPPORT ANIMAL (“ESA”) OR SERVICE ANIMAL AS THEY ARE WITHIN THE FEDERAL, STATE AND LOCAL STANDARDS FOR SUCH ANIMAL(s).

By signing below, we, the Owner(s), Tenant(s) do hereby agree to all term(s) and condition(s) herein:

|  |  |  |
| --- | --- | --- |
| **PRINTED NAME** | **SIGNATURE** | **DATE** |
|      , for the Owner(s) |  |       |
|      , for the Owner(s) |  |       |
|      , for the Tenant(s) |  |       |
|      , for the Tenant(s) |  |       |
| FOR THE ASSOCIATION: |
| Matt Jelinek, Manager / CAM |  |       |