

# Pet Agreement

---

## Pet Agreement

(Becomes a part of Lease Agreement)

Date: \_\_\_\_\_

### 1. Leased Premises

\_\_\_\_\_

### Lease Description

Date of Lease \_\_\_\_\_, Owner/Lessor \_\_\_\_\_

Resident (list all occupants) \_\_\_\_\_

\_\_\_\_\_

2. Conditional Authorization for Pet. Resident is hereby authorized to keep a pet, which is described below, on the premises of the above dwelling unit until the above described lease expires. Authorization may be terminated sooner if Resident's right of occupancy is lawfully terminated or if the pet rules listed below are violated in any way by Resident or Resident's guests or occupants.

3. Additional Security Deposit. \$ \_\_\_\_\_. The total security deposit as required in the lease shall be increased by the foregoing amount. Such additional security deposit shall be considered as a general security deposit for any and all purposes. Refund of the security deposit shall be subject to all the terms and conditions set forth in the lease. The additional security deposit is not refundable prior to surrender of the premises by the Resident, even if the pet has been removed.

4. Additional Monthly Rent Installment. \$ \_\_\_\_\_. The total monthly rent as stated in the lease shall be increased by the foregoing amount.

5. No Limit Liability. The additional monthly rent and/or additional security deposit under this Pet Agreement is not a limit on Resident's liability for property damages, cleaning, deodorization, defleaing, replacements and/or personal injuries as set forth in this agreement.

6. Description of Pet. Only the following pet is authorized to be kept in Resident's dwelling unit. No substitutions are allowed. No other pet shall be permitted on the premises by Resident or Resident's guests or occupants. This prohibition includes mammals, reptiles, birds, fish, rodents, and insects.

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Color: \_\_\_\_\_

Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Name of Pet owner: \_\_\_\_\_

Name of Pet: \_\_\_\_\_ Pet Housebroken? \_\_\_\_\_

7. Special Provisions. The following special provisions shall control over any conflicting provisions of this printed form \_\_\_\_\_

---

---

8. Pet Rules. Resident is responsible for the actions of the pet at all times. Resident agrees to abide by the following rules:

(a) The pet shall not disturb the rights, comforts, and conveniences of neighbors or other residents. This applies whether the pet is inside or outside the Leased Premises.

(b) Dogs, cats and other animals must be housebroken. All other pets must be caged at all times. No pet offspring are allowed.

(c) Designated areas for pet defecation and urination inside the Leased Premises: \_\_\_\_\_  
\_\_\_\_\_

(d) Designated areas for pet defecation and urination outside the Leased Premises: \_\_\_\_\_  
\_\_\_\_\_

(e) Pets shall not be tied to any fixed object outside the Leased Premises, including patio areas, walkways, stairs, stairwells, parking lots, grassy areas, or any other part of Owner's property. This does not apply in fenced yards (if any) which are for Resident's exclusive use.

(f) Resident shall not permit pet in swimming pool areas, laundry rooms, offices, clubrooms, other recreational areas, and other dwelling units.

(g) Resident's pet must be fed and watered inside the Leased Premises and pet food or water may not be left outside the Leased Premises at any time. This does not apply in fenced yards (if any) which are for Resident's exclusive use.

(h) Pets shall be kept on a leash and under residents' supervision when outside the dwelling or residents' private fenced areas. Owner or Owners' representative shall have the right to pick up unleashed pets and/or report them to the proper authorities.

(i) Unless Owner has designated a particular area in the Leased Premises or on the grounds for pet defecation and urination, Resident shall not permit the pet to defecate or urinate anywhere on Owner's property, including dwelling units, patio areas, walkways, stairs, stairwells, parking lots, grassy areas, or other places; and Resident must take the pet off Owner's property for the purpose. If pet defecation is permitted inside the Leased Premises or on patio areas, it shall be done in litter boxes with "kitty litter" type mix. If pet defecation occurs anywhere on Owner's property (including fenced yards for Resident's exclusive use), Resident shall be responsible for the immediate removal of waste and repair of damage. Notwithstanding any provision herein, Resident shall comply with local ordinances regarding pet defecation.

9. Additional Rules. Owner shall from time to time have the right to make reasonable changes and additions to the above pet rules, if in writing and distributed to Resident.

10. Violation of Rules. If any rule or provision of this Pet Agreement is violated by Resident or Resident's guests or occupants in the sole judgment of Owner, Resident shall immediately and permanently remove the pet from the premises upon written notice from Owner or Owner's representative; and Owner shall have all other rights and remedies set forth in paragraph 6 of the lease, including damages, eviction and/or attorney's fees.

11. Complaints About Pet. Resident agrees to immediately and permanently remove the pet from the premises if Owner receives reasonable complaints from neighbors or other residents or if Owner, in Owner's sole discretion,

determines that the pet has disturbed the rights, comforts, or conveniences of neighbors or other residents.

12. Removal of Pet by Owner. If, in Owner's reasonable judgment, Resident has (1) abandoned the pet, (2) left the pet in the dwelling unit for an extended period of time without food or water, (3) failed to care for a sick pet, (4) violated Owner's pet rules, or (5) allowed the pet to defecate or urinate in places other than areas designated by Owner, Owner may enter the dwelling unit and remove the pet if one day's prior written notice of intent to remove the pet is left in the unit in a conspicuous place, and if the procedures of paragraphs 12 and 13 of the Lease are followed; and Owner may turn the pet over to a humane society or local authority. Owner shall return the pet to Resident upon request if it has not already been turned over to a humane society or local authority. Owner has no lien on the pet for any purpose; but, Resident shall pay for reasonable care and kenneling charges for such pet. If the pet is not picked up by the Resident within 5 days after pet removal, the pet shall be deemed as abandoned.

13. Liability for Damages, Cleaning, Etc. Resident shall be jointly and severely liable for the entire amount of all damages caused by such pet and all cleaning, defleaing and deodorizing required because of such pet. This applies to carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, and any other part of the dwelling unit, landscaping, or other improvements on owner's property. If such items cannot be satisfactorily cleaned or repaired, Resident shall pay for complete replacement upon demand. Resident shall be strictly liable for the entire amount of any injury to the person or property of others, caused by such pet; and Resident shall indemnify Owner for all costs of litigation and attorney's fees resulting from same.

14. Move-Out. Upon move-out of Resident, Resident shall pay for defleaing, deodorizing, and/or shampooing to protect future residents from possible health hazards, regardless of how long the pet occupied the premises. Such shampooing, defleaing, and/or deodorization will be arranged for by Owner.

15. Multiple Residents. Each Resident shall sign this pet agreement. Resident and Resident's guests or occupants shall abide by all pet rules. Each Resident shall be jointly and severely liable for damages and all other obligations set forth herein, even if such Resident does not own the pet.

16. General. Resident acknowledges that no other oral or written agreement exists regarding the Pet Agreement. Except for written rule changes pursuant to paragraph 9 hereof, Owner's representative has no authority to modify this Pet Agreement or the pet rules unless in writing. This Pet Agreement and the pet rules shall be considered as part of the lease described above. It has been executed in multiple copies, one for Resident and on or more for Owner. Nothing contained herein shall be construed as creating or defining any duty of Owner to care for or discipline any pet or animal, nor any liability of Owner for injury or illness caused by any pet.

**This is a binding legal document - read carefully before signing**

Resident or Residents Owner or Owner's Representative

---

---

---

---

