



Pet Addendum

2024-2025

This Pet Addendum (this “Addendum”) is made and entered into as of the same date as the Occupancy Agreement (the “Occupancy Agreement”) to which this Addendum is attached by and between Owner and Resident named therein. The terms of this Addendum shall be in addition to the terms of the Occupancy Agreement as if the terms of this Addendum were written into the Occupancy Agreement. In the event of any conflict between the terms of the Occupancy Agreement and this Addendum, the terms of this Addendum shall prevail.

Please Note: We consider animals a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.

Pets will be limited to one resident/lessee, must be either a cat or a dog, and must not be **in excess of 50 pounds** in weight at the time of their maturity (even if the animal currently is still growing and is less than three pounds). All pets and owners are subject to pet interviews by management for approval. Pets will only be allowed in rooms set aside to accommodate the needs of the pet owners and the building. Please attach a recent photo of the animal and provide appropriate information about your pet.

We reserve the right to refuse certain breeds of individual animals deemed aggressive at the sole discretion of management, which may include, without limitation, Pit Bull, Doberman Pinscher, German Shepherd, Malamute, Rottweiler, Chow Chow, and Husky.

1. Conditional Authorization for Pet

You may keep the pet that is described below in the dwelling until the Occupancy Agreement expires or terminates. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your pet, your guests, or any occupant violates any of the rules in this Addendum.

2. Pet Security Deposit

We require an additional **\$250** security deposit under this Addendum. This fee will be used to pay, if deemed necessary, for de-fleaing, deodorizing, and shampooing your unit after you move out to protect future residents from possible health hazards. Additionally, the security deposit you remit in accordance with your Occupancy Agreement also secures your full and faithful performance of all obligations under this Addendum. A refund of the security deposit(s) will be subject to the terms and conditions outlined in the Occupancy Agreement and this Pet Addendum.

3. Nonrefundable Pet Rent

A non-refundable Pet Rent of **\$45** will be due monthly for the duration of your pet ownership at the Daumier.

4. Service Animals

We will require notification when a service animal is to reside in the building. Residence of a service animal in a non-pet designated room may be requested if all pet designated rooms are unavailable. We will not charge a pet deposit for any authorized service animal. We will not charge a non-refundable fee for any authorized service animal.

5. Fostering Animals

Fostering animals is strictly prohibited. Due to the unpredictability of the animal.

6. **Liability Not Limited**

The additional security deposit under this Addendum does not limit resident's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

7. **Emergency**

In an emergency involving an accident or injury to your pet, we have the right, but not a duty, to take the pet to a veterinarian or other animal care provider of our choosing for treatment, at your expense. You agree that we will not be liable for the actions or inactions taken in connection with the services that may be provided by such veterinarian or other animal care provider.

8. **Animal Rules**

You are responsible for the pet's actions at all times. You must agree to abide by these rules:

- The animal at all times **must have current rabies shots and licenses required by law**. You must show us evidence of the above if requested.
- The resident will not allow the pet to become a nuisance to other residents which includes, but is not limited to, biting, excessive barking and whining.
- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling unit.
- Dogs, cats, and service animals must be housebroken.
- Inside, the animal may urinate or defecate only in a litter box, cage, or kennel.
- Outside, the animal may urinate or defecate only in designated grassy areas near the building such as the space along the east edge of the Daumier.
- Animal waste must be picked up and disposed of by the owner of the pet or the owner's representative.
- Animals may not be tied to any fixed object anywhere outside the dwelling units.
- Animals, other than service animals, are not allowed into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units of the Daumier.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time.
- You must keep the animal on a leash and under your supervision when outside the dwelling. We, or our representative, may pick up unleashed animals and/or report them to the proper authorities. We'll impose reasonable charges for picking up and/or keeping unleashed animals.
- A designated area on the grounds for animal defecation and urination is provided. You are prohibited from letting an animal defecate or urinate in any non-designated areas on the property. If the animal defecates anywhere on our property, aside from in designated areas and litter boxes, cages, or kennels, you'll be responsible for immediately removing the waste and repairing the damage. Residents must comply with all local ordinances regarding animal defecation.

9. **Additional Rules**

We have the right to make changes to the animal rules in this Addendum from time to time. We will provide you with a written copy of any such changes.

10. **Violation of Rules**

If you, your guest, or any occupant violates any rule or provision of this Addendum (based on our sole judgment) and we give you written notice, we may require you to remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Occupancy Agreement, including damages, revocation of your Agreement, and attorney's fees.

11. **Complaints About Animal**

If we give you written notice, you will be required to meet with management regarding any reasonable complaint from a neighbor or other resident that we may receive. If we, in our sole discretion, determine that the animal continues to disturb neighbors or residents after such written notice, you must immediately and permanently remove the animal from the premises. In addition, continual reports of excessive animal noise (such as a barking dog) will be grounds for the immediate withdrawal of the conditional pet authorization granted hereunder, after which you will be required to remove the animal from the premises immediately.

12. Our Removal of Animal

In some circumstances, we may enter the dwelling unit and remove the animal with one day’s notice left in a conspicuous place. We can do this if, in our sole judgment, you have:

- Abandoned the animal;
- Left the animal in the dwelling unit for an extended period of time without food or water;
- Failed to care for a sick animal;
- Violated this Addendum; or
- Let the animal defecate or urinate in areas not designated.

If we remove the animal, we may turn the animal over to the humane society or local authority. We’ll return the animal to you upon request if we haven’t already turned it over to a humane society or local authority. We don’t have a lien on the animal for any purpose, but you must pay for reasonable care of kenneling charges for the animal. If you don’t pick up the animal within 5 days after we remove it, it will be considered abandoned.

13. Liability for Damages, Injuries, Cleaning, Etc.

You, as the resident, are liable for the entire amount of all damage caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including but not limited to carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, the security deposit on file will be held to replace and/or repair them completely. As owner of the animal, you’re strictly liable for the entire amount of any injury that your animal causes to a person or anyone’s property. You’ll indemnify us for all costs of litigation and attorney’s fees resulting from any such damages.

14. General

You acknowledge that no other oral or written agreement exists regarding animals. Except for special provisions expressed above, our representative has no authority to modify this Addendum or the animal rules except in writing. This agreement or the animal rules are considered part of the Occupancy Agreement described above. You are legally bound by this document. Please read it carefully.

By signing this Agreement, you are acknowledging that you have received, read and understand and agree to the terms contained in this Addendum. You acknowledge that you are entering into a legal and binding contract which has financial penalties. You agree to be bound by the contract provisions contained in this Addendum. You hereby authorize your signature by facsimile or other electronic transmission to be as valid and binding as an original signature.

Resident Name (print): _____

Unit: _____

Resident Signature: _____

Date: _____

Description of Animal

You may keep only the pet described below. You may not substitute any other pet for this one. Neither you nor your guests or occupants may bring any other animal into the dwelling or apartment community, including without limitation, any mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect. Please attach a recent photo of your pet for identification purposes.

Pet's name: _____

Type (cat or dog): _____

Breed: _____

Color: _____

Weight: _____ Age: _____

City of License: _____

License number: _____

Date of Last Rabies Shot: _____

Housebroken? _____

Picture of animal enclosed and/or provided to the leasing office: Yes / No