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Animal(s)

1.1 ANIMAL(S)

Pets Allowed - Agreement Incorporated Herein

The Term of this Addendum shall be for the same period of The Lease Agreement including any extensions thereof. Landlord and Tenant hereby agree as follows:

1. Paragraph 12 of The Lease Agreement shall be modified and amended as follows:
2. PRIOR APPROVAL. There are absolutely no pets allowed at the Premises without the prior written consent of Landlord, which may be granted or withheld in Landlord’s sole and absolute discretion, unless otherwise permitted by statute or other applicable law. Violation of this prohibition will be grounds for the assessment of fines as outlined in the Rules and Regulations and/or termination of the Lease.
3. PET FEE. A nonrefundable fee in the amount of \$150.00 per pet (the “Pet Fee ”) is due to Landlord prior to move-in as part of the Initial Payment. Except as otherwise required by Local Laws, the Pet Fee is NON-REFUNDABLE, is earned by Landlord upon the commencement of the Lease Term, IS NOT part of the Security Deposit or Rent, and is NOT a deposit to repair damages of wear and tear caused by pets.
4. PET DEPOSIT. A refundable pet deposit of \$250.00 per pet is due to Landlord prior to move-in as part of the Initial Payment.
5. PET RENT. Resident shall be responsible for payment of additional rent of \$25 per month plus applicable rental tax (the “Pet Rent”) for each pet Landlord authorizes to be kept at the Premises. Except as otherwise required by Local Laws, the Pet Rent is part of the Rent earned by Landlord pursuant to the Lease, and is not a deposit to repair damages of wear and tear caused by pets. No additional pet deposit, rent or fee will be due for a disability service, assist, or companion animal, but Resident must notify Landlord of such animal and will be responsible for all other terms and conditions of this Addendum.
6. DESCRIPTION OF PETS. Resident may keep only the animals described below. You may not substitute any other animals. <<Pet Info>>
7. NUMBER OF PETS. Resident may keep up to 3 (three) approved pets on the Premises upon receipt of Landlord’s approval pursuant to this Addendum, payment of the applicable Pet Fee, Pet Rent and/or Pet Deposit for each approved pet, and Resident’s continued compliance with the terms of the Lease and this Addendum. Except as expressly set forth in this Addendum, Resident shall not keep or harbor at the Premises any animals or pets of any kind including, but not limited to, dogs, cats, other mammals, birds, reptiles and marine animals.
8. REPRESENTATIONS. Resident represents and warrants that none of the above animals have any history or propensity for aggressive behavior or violent actions.
9. PHOTOGRAPH. Upon Landlord’s request, Resident agrees to provide Landlord with a photograph of each of Resident’s

- approved pets for Landlord’s files. 8. HEALTH OF PET(S). Resident certifies to Landlord that the pet(s) is/are in good health and up to date on vaccinations.
10. LEASH. Resident will keep pets on a leash when not indoors or in a fenced backyard area.
11. WASTE. Resident will clean up all animal waste at the Premises as well as in any common areas.
12. COVENANTS. If the Premises are subject to a Homeowners Association or restrictive covenants, Resident will abide by all rules and regulations and restrictive covenants with respect to pets.
13. FLEAS. Resident agrees to treat all pets for fleas as preventative maintenance.
14. ALTERNATIVE CARE. Resident agrees not to leave the Premises for more than 12 hours without arranging for alternative care of Resident’s pet(s).
15. ACCESS. Resident agrees to make arrangements for pet care when maintenance or other employees of Landlord need to enter the Premises.
16. OFFSPRING. Resident shall promptly remove from the Premises any offspring of any pet unless Landlord provides written authorization that such pet’s offspring may remain at the Premises, and an additional Pet Deposit is paid with respect to such offspring.
17. DAMAGES AND INDEMNIFICATION. Residents will be jointly and severally liable for the entire amount of all damages or injuries caused by any pets. Resident agrees to reimburse Landlord for any and all damages caused by a pet or pets, whether such damage is to the Premises or to any common areas used in conjunction with the Premises, and to defend, indemnify and hold harmless Landlord for, from, and against any losses, costs, and damages, and any liability to third parties which may result from Resident’s keeping of the pet or pets.
18. REMOVAL OF PET(S). Resident shall remove any pet previously permitted pursuant to this Addendum within 24 hours of written notification from Landlord that the pet, in Landlord’s sole and absolute judgment, creates a nuisance or disturbance or is undesirable or dangerous. In that event, Landlord shall not be required to refund the Pet Deposit; however, Resident shall be entitled to acquire and keep another pet of the type previously authorized.
19. BREED RESTRICTIONS. Landlord reserves the right to restrict certain animal breeds in its sole discretion at any time.
20. CONTROLLING PROVISIONS. In the event of any conflict between the terms of this Addendum and the Lease, the terms of this Addendum shall control.

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