

PET AGREEMENT

The following pet agreement is a part of the Lease dated _____ between the Landlord & Tenant.

TENANT: _____

ADDRESS: _____

- A. CONDITIONAL AUTHORIZATION:** Landlord authorizes Tenant to keep any pet described in paragraph B of this Pet Agreement on the above-referenced Property until the above referenced Lease (the lease) terminates. Landlord, in Landlord's sole discretion, may terminate this authorization at any time if Tenant's right of occupancy is lawfully terminated or if Tenant, Tenant's guest, or other occupant violates the pet rules described in paragraph E of this Pet Agreement.
- B. DESCRIPTION OF PET:** No pet, including mammals, reptiles, birds, fish, rodents, or insects, may be kept on the Property unless it is specifically described in this paragraph. Tenant agrees to provide Landlord with a photograph of pet prior to occupancy.

Type: _____ Breed: _____ Color: _____

Weight: _____ Ages: _____

Gender: _____

Neutered? _____ Declawed? _____ Name of Pets: _____

Name of Owner: _____ Rabies Shot Current? _____

License/ID # _____

Other (e.g. fish, birds, reptiles, etc.) and explain the manner in which they will be kept: _____

Any animals on the property not registered under this Pet Agreement will be presumed to be strays and will be disposed of according to law at the option of the Landlord.

- C. CONSIDERATION:** In consideration for Landlord's authorization to Tenant to keep any pet described in paragraph B on the property, (check 1, 2, or any combination):
- ☐ 1. Tenant will pay to Landlord an additional amount of \$ _____ upon execution of this Pet Agreement as an increase in the security deposit. The increase in the security deposit is not refundable prior to the surrender of the Property by all Tenants, even if the pet has been removed. Refund of the security deposit is subject to all terms and conditions set forth in the Lease.
 - ☐ 2. The total monthly rent in the Lease is increased by \$ _____ **per month**

- D. LIABILITY:** Tenant is responsible and liable for any damage to the Property caused by any pet. Tenant will pay all reasonable and necessary costs to clean, deodorize, and repair the carpets, doors, walls, draperies, wallpaper, windows, screens, furniture, appliances, sod, fences, walls, landscaping, and any other part of the Property. Tenant agrees to pay for pest infestation services resulting from pets. Tenant is liable for any personal injuries or property damage to others caused by any pet. Tenant indemnifies and holds Landlord harmless for all damages, costs of litigation, and attorney's fees for any action brought by any person against Landlord related to any act of any pet. Each Tenant who signs this Pet

Agreement is jointly and severally liable for any damages or obligations under this Pet Agreement, regardless of who owns the pet(s).

E. PET RULES: Tenant is responsible for all actions of the pet(s) and will abide by the following:

1. No pet may disturb the rights, comforts, or conveniences of other persons on or near the property.
2. Tenants agree to keep their pet from being unnecessarily aggressive, a nuisance, or creating an unreasonable disturbance.
3. When outside, any pet must be confined by leashes and under Tenant's supervision at all times.
4. No pet may be tied to any fixed object on the property.
5. Tenants must promptly remove any pet waste from the property. Tenants who walk pets are responsible for immediately cleaning up after their pets and discarding securely bagged waste in the trash receptacle. Litter boxes must be changed on a regular basis to prevent odor.
6. Tenants agree not to breed or allow pets to reproduce, but if this should occur, tenant shall remove the pet from the property until after birth of offspring. None of the offspring shall be on the property.
7. Tenant shall not keep, breed or use any pet for any commercial purpose prior without written approval from Landlord.
8. Any pet, other than a dog or cat, must be caged at all times.
9. Tenants agree not to leave food or water for their pet or any other animal outside their dwelling.
10. Tenants agree to provide their pet with an identification tag that the pet will wear at all times while on the property.
11. Tenants are fully responsible for informing any guest that pets are not permitted to visit.
12. Tenants must comply with all applicable statutes, ordinances, restrictions, and other enforceable regulations regarding pets in effect or as amended, including leash and licensing requirements.
13. Tenants shall provide adequate and regular veterinary care for their pets. Tenants must keep rabies shot current and be able to provide verification when requested.
14. Tenants must abide by any amendment to these pet rules after Landlord provides written notice of such amendment to Tenant.

F. VIOLATION OF PET RULES: If any pet rule or any provision of this Pet Agreement is violated by Tenant, Tenant's guest, or other occupants, Tenant will, upon receiving written notice from Landlord, immediately and permanently remove all pets from the Property. Landlord may remove or cause to be removed any pet which is in violation of this Pet Agreement or not authorized by this Pet Agreement and deliver such pet to appropriate local authorities by providing Tenant with at least 24-hour written notice of Landlord's intent to remove the pet. Landlord may report any non-confined or unauthorized pets to the appropriate authorities. Tenant is responsible for any cost incurred by Landlord in removing or causing any pet to be removed. Landlord is not liable or responsible for any harm, injury, sickness or death of any pet which is removed pursuant to this paragraph. If, in Landlord's sole judgment, Tenant has abandoned the pet, left it for any extended period without food or water, failed to care for it if it is sick, or left it unattended in violation of the rules, then Landlord may, upon one day's prior written notice left in a conspicuous place, and in accordance with the terms of the Lease dealing with entry of the Premises, enter the dwelling to remove the pet, and turn the pet over to a humane society or local authority. Landlord shall not be liable for loss, harm, sickness or death of the pet. Landlord has no lien on the pet for any purposes, but Tenant shall pay for reasonable care and kenneling charges if the pet is removed in accordance with this paragraph.

G. ACCESS BY LANDLORD: Tenant must remove or kennel any pet at any time that the pet is likely to limit or prohibit Landlord reasonable access to the Property as authorized by the Lease. During the last 30 days of the Lease or any renewal period, Tenant must remove or kennel any pet that is likely to limit or prohibit the showing of the property to prospective tenants or purchasers.

H. SPECIAL PROVISIONS: _____

PET REFERENCES:

Veterinarian's Name: _____

Address: _____

Phone: _____

Previous Landlord: _____

Address: _____

Phone: _____

I. EMERGENCY CARETAKER:

Name: _____

Address: _____

Phone: _____

Relationship to You: _____

- J. GENERAL:** This Pet Agreement contains the entire agreement of the parties and both parties acknowledge that no other oral or written agreements relate to the pet(s). This Pet Agreement may only be modified in writing.

The terms of this Pet Agreement are negotiable among the parties. This is intended to be a legal agreement, binding upon final acceptance. READ IT CAREFULLY

Tenants Signature

Date

Name:

Tenants Signature

Date

Name:

Tenants Signature

Date

Landlord Signature

Date

By: Johnson & Hellekson Real Estate, LLC
Agent for Owner -