



ANIMAL LICENSE AGREEMENT

Apartment Community: \_\_\_\_\_

Apartment Unit Address: \_\_\_\_\_

Residents: \_\_\_\_\_

Lease Start Date: \_\_\_\_\_ Lease End Date: \_\_\_\_\_

In consideration of the execution or renewal of a Lease of the Apartment Unit identified above, Management and Resident agree as follows:

For Resident(s) without animals: It is hereby agreed by and between Management and Resident that the undersigned Resident shall not have, keep, or allow anyone to bring upon (which includes "visiting" animals) the Apartment Community's grounds, any of the Apartment Community's apartments, landings or any Common Area, any type of animal for any length of time, without the prior WRITTEN approval of Management. "Animal/pet sitting" is not allowed. As used in this Agreement, the term "animal" shall mean cats, dogs, and any other type of living animal, including but not limited to insects, rodents, reptiles, birds or fish. Should Resident decide after occupying the Apartment to obtain a cat(s) or a dog(s) or fish (limited to fish allowed by the Animals section of the Community Rules and Policies), Management must be notified, and prior written approval must be obtained. No other types of animals are allowed in the Apartment or in the Apartment Community. Upon approval by Management, the Resident agrees to sign the Animal License Agreement, pay any additional charges and abide by the Animals section of the Community Rules and Policies. Failure of Resident to do so will result in a \$25/day rent payable immediately from the date of discovery until the Resident complies with the Animal License Agreement.

For Resident(s) with animals: Landlord and Management agree to extend a license to permit Resident to keep the animal or animals described on the attached Exhibit (referred to as "Animal," whether one or more) in Resident's Apartment. The license only applies to the Animal described on the Exhibit to Animal License Agreement and is nontransferable. "Animal/pet sitting" is not permitted. A new Exhibit to this Agreement is required to add or replace an Animal and/or to change the contact information for the alternative animal caregiver. Resident understands that the rules and policies outlined below and in the Animals section of the Community Rules and Policies must be followed, or this Agreement may be terminated. Upon termination, it is Resident's responsibility to immediately and permanently remove the Animal from the Apartment and Apartment Community. A breach of this Agreement is a breach of the Lease and gives Management all rights and remedies it has to enforce the Lease. Resident may keep the Animal described on the Exhibit in the Apartment subject to this Agreement.

- 1. Resident must provide Management with names and contact information for two (2) alternate animal care givers. In the event there is any question that the Animal owned by Resident is receiving appropriate care, or Resident's whereabouts are not known, Management in its sole discretion shall have the right to contact an alternate animal care giver to come and take the Animal or to otherwise arrange for care and boarding of the Animal. Management shall have no duty or obligation to contact Resident's alternate animal care giver if there is any doubt or question about the appropriate care, health, or behavior of the Animal. Management shall be free to contact the local Animal Human Society or Animal Control or similar authority or agency herein to remove the Animal in lieu of efforts to contact an alternate animal care giver or if efforts to contact the alternate animal care giver are not successful.
2. When outside of Resident's Apartment, the Animal must be on a leash, or otherwise in a secure animal container and under actual physical control always. Animals may not be left unattended at any time outside of the Apartment. This includes patios and balconies.
3. Resident acknowledges that other residents or guests of the Apartment Community may have spiritual or cultural objections to animals or have allergies, fears, or health sensitivities. Resident agrees to reasonably work with



Management to respond to complaints or concerns raised by neighbors and other residents. Management may set, or change, rules from time to time restricting animals (except for assistance animals) from Common Areas of the Apartment Community. Further, Management may restrict Animals to certain areas, floors, or buildings of the Apartment Community to the extent this is permitted by law and/or as limited by Management's duty to allow animals necessary to accommodate a disability. Except for assistance animals required by a disabled Resident, Animals are not permitted in the lobby, in the Amenity Areas, or in any other Common Areas of any Building at the Apartment Community.

4. Resident is responsible for containing the Animal or having Resident, or an animal sitter, if requested by Management, in the Apartment to care for the Animal when Management gives notice that it needs to enter the Apartment for repairs, inspections, or showings.
5. Cats must be litter-box trained. Residents must change cat litter at least twice a week, or more if needed, to avoid odors in the Apartment or in common areas. Litter must be disposed of in sealed bags and carried to appropriate trash containers. Disposal of litter or Animal waste in any drain or toilet in the Apartment or the Apartment Community is prohibited.
6. Dogs must be housebroken. Dogs are required to urinate and defecate in outdoor areas only. Dogs may not urinate or defecate in the Apartment, or on any patio or balcony. "Pee pads" or fake indoor grass are not allowed for any type of Animal. Management may designate areas of the Apartment Community as Animal relief areas and these areas must be used. Any damage done to grass, shrubbery, plantings, carpet, or other property in the Apartment Community, in Common Areas, or to outdoor areas by Resident's Animal will be charged to Resident and must immediately be paid. Management reserves the right to implement, and to require, that a DNA sample be provided for any Animal and make this an advance condition of any Animal being approved. The DNA sample may be used to determine the source of any Animal waste. If any waste that is not completely removed or properly cleaned matches Resident's Animal, Resident may be charged testing costs and issued a Lease Violation. Repeat violation is a basis for termination of this Agreement, termination of the Lease and/or eviction.
7. Any complaints about Resident's Animal or the Animal's condition or behavior from residents, neighbors, guests, or Management's agents (such as noise, barking, whining, odors, the presence of fleas, ticks, or other pests or conditions, aggressive or nuisance behaviors) shall be grounds for revocation of this Agreement and/or Lease enforcement.
8. Resident agrees to be responsible for all damage done by the Animal to the Apartment, or any Common Area in the Apartment Community, including, but not limited to, stain removal, deodorizing, wood resurfacing and repair/replacement, carpet replacement, etc. These costs may be more than the Security Deposit paid by Resident and Resident's responsibility is not limited to the amount of the Security Deposit. Resident agrees that Management shall be entitled to use funds in the Security Deposit to professionally clean the carpet in the entire Apartment, including treatments or actions for odor treatment when Resident vacates.
9. Resident agrees to be responsible for any damages or claims brought by any third person because of Resident's Animal. Resident will be liable for the entire amount of any damages or claims for injuries to person or property caused by Resident's Animal. Resident must obtain and maintain a general liability insurance policy that specifically includes animal coverages and names both Landlord and Management as Certificate Holders and as additional insureds. Resident agrees to indemnify and hold Landlord and Management harmless from any claims brought by any person relating to any damage or injury caused by Resident's Animal. Such indemnity shall include reimbursing Management for all costs of defense, including reasonable attorneys' fees, in defending any claim naming Management because of Resident's Animal.
10. An Animal owner may not alter the interior or any exterior physical structure of an Apartment, or yard, to create





**ANIMAL LICENSE AGREEMENT**

an animal enclosure or entrance. The installation or placement of any outdoor fences or pens is prohibited.

- 11. Except for in an Animal Spa located in the Apartment Community, the bathing of any Animal is not permitted in any laundry room, garage, or any other Common Area.
- 12. Resident shall provide for proper care of the Animal daily. A reason to believe the Animal has not received adequate care, has been abused, is unattended, or needs veterinary care, are grounds for Management to contact the Animal Humane Society and/or Animal Control or an alternative care provider to remove the Animal.
- 13. Except for assistance animals needed because of a disability, any Animal Fee, additional security deposits per Animal, and Monthly Animal Rent or charges, plus any costs or charges for advance DNA identification testing (which applies to all Animals), must be timely paid. Failure to pay any Monthly Animal Rent or charge shall be subject to any late fee owed under the Lease and to Lease enforcement up to and including an eviction action for nonpayment. The Animal Fee is a one-time, non-refundable charge that is due at the time of Resident’s move in or at the time this Agreement is executed and becomes part of the Lease and must be paid before the Animal is brought to the Apartment Community. This one-time, non-refundable Animal Fee does not eliminate Resident’s liability obligations for injury or damages caused to the Apartment or to the Apartment Community.
- 14. Any violation of this Animal License Agreement or of the Animals policy gives Management the same rights and remedies provided in the Resident’s Lease. Management, in its discretion, may issue a warning or notice to Resident of breach of this Agreement or the Animals policy; may give Resident a notice that this Agreement has been revoked and require Resident to provide proof that the Animal or fish has been removed from the household; or give Resident a notice of Lease termination or eviction. Notwithstanding the forgoing, a notice from any police department or municipal authority that the Resident’s Animal has been designated a potentially dangerous animal, or any other complaint or report that Resident’s Animal has bitten or attacked any person or animal, has become threatening, vicious or aggressive, or has displayed symptoms of an illness or behavior so as to constitute a nuisance or threat to the health or safety of the Apartment Community, will be grounds for Management to demand that the Animal be removed at once.

**Management:**

**Resident Signatures:**

**Date:**

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

Traci Tomas, Chief Operating Officer, or Authorized Representative

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_____	_____
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