



PET AGREEMENT WITH PET RULES

This Agreement is entered into this _____ day of _____, 200__, by and between Sunnyville Apartments (Owner) and _____ Resident(s) shall be incorporated as an Addendum to the original Lease Agreement between the parties for rental of the Premises located at _____. In consideration of their mutual promises, Owner and Resident(s) agree as follows:

- 1. **Description of Pet.** The Lease covering the Premises provides that no pet(s) are permitted on or about the Premises without Owner’s written consent. Resident(s) are hereby permitted to have only the following described pet(s), subject to the terms and conditions of this Pet Agreement:

Name of Pet(s): _____
Type of animal(s): _____
Breed: _____
Color: _____
Age: _____
Weight: _____
Date of last rabies shot: _____
Name of Pet Owner: _____

No other animal (including any offsprings) shall be permitted by Resident(s) in the Premises at any time.

- 2. **Pet Rules:** Resident(s) agree to abide to the following rules:
 - (a) **Nuisance:** The Pet shall not cause any damage to the Premises, or to the grounds or premises of the Owner. The Pet shall not cause any discomfort, annoyance, or nuisance to any other Resident.
 - (b) **Sanitary Problems:** All cats must be housebroken. The Pet may not be fed or given water, or allowed to urinate or defecate, on any unprotected carpet inside the dwelling unit. **Resident(s) shall immediately remove and properly dispose of all Pet waste on the grounds.**
 - (c) **Abandonment:** Resident(s) may not abandon their Pet, leave their Pet for any extended period of time without food or water, or fail to care for it if it is sick.
 - (d) **Compliance with Laws:** Resident(s) agree to comply with all applicable governmental laws and regulations, including municipal licensing and vaccination requirements.
 - (e) **Specify Type of Pets:** The following rules apply to specific types of Pets:
 - (f)
 - (1) **Dogs:** Dogs are only allowed in one (1) and two (2) bedroom apartments. Dogs must be kept on a leash at all times that they are outside the dwelling unit, and may not be left unattended. No dog is permitted unless it has been spayed or neutered and is current on it’s shots. Veterinary proof is required. Dogs must be under 40 lbs.
 - (2) **Cats:** No cat is permitted unless it has been spayed or neutered. Veterinary proof is required. Your cat must be kept in the apartment at all times, except when you are transporting the cat. Under no circumstances are cats allowed on apartment balconies or in common indoor our outdoor areas. You may NOT dispose of litter in the toilet even if the litter is marked “flushable”. Cat litter can clog pipes and cause flooding. No more than (2) cats are allowed in each unit.
 - (3) **Birds:** Birds must remain in cages at all times.
 - (4) **Fish:** Fish tanks may NOT exceed 20 gallons and must be placed in a safe location in the dwelling unit.
 - (g) **Additional Rules.** Owner may from time to time, upon 21 day’s written notice to the Resident(s) make reasonable changes or additions to the pet rules set forth above.

3. **Owner's Remedies for Violations.**

- A. **Removal of Pet by Resident(s).** If, in Owner's sole judgment, any rule or provision of this Pet Agreement is violated by Resident(s) or their guests, Resident(s) shall immediately and permanently remove the Pet from the Premises upon 10 days' written notice from Owner.
- B. **Removal of Pet by Owner.** If, in Owner's sole judgment, Resident(s) have abandoned the Pet, left it for any extended period of time without food or water, failed to care for it if it is sick, or left it unattended in violation of the rules herein, then Owner may upon 1 day's prior written notice left in a conspicuous place, and in accordance with the terms of the Lease dealing with entry to the Premises, enter the dwelling of Resident(s) to remove the Pet and turn the Pet over to the Humane Society or local authorities. Owners shall not be liable for loss, harm, sickness, or death of the Pet unless due to Owner's negligence. Owner has no lien on the Pet for any purposes, but Resident(s) shall pay for reasonable care and kennel charges if the Pet is removed in accordance with this paragraph.
- C. **Cleaning and Repairs.** Resident(s) shall be jointly and severally liable for the entire amount of all damages caused by the Pet. If any item cannot be satisfactorily cleaned or repaired, Resident(s) must pay for complete replacement of such item.
- D. **Injuries:** Resident(s) shall be strictly liable for the entire amount of any injury to any person or property caused by the Pet and shall indemnify Owner for all costs of litigation and attorney's fees from same.
- E. **Move-Out:** After Resident(s) vacate the Premises, they shall reimburse Owner for the cost of de-fleaing, deodorizing, and shampooing necessary to protect future residents from possible health hazards.
- F. **Other Remedies:** This Pet Agreement is an Addendum to the Lease between Owner and Resident(s). If any rule or provision of this Pet Agreement is violated, Owner shall, in addition to the foregoing, have all rights and remedies set forth in the Lease for violations thereof, including, but not limited to, eviction, damages and attorneys' fees.

4. **Security Deposit.** Resident(s) are responsible for and must immediately pay for all damages or injuries caused by their pets. If the cost of repairing damages caused by the pet exceeds the pet rent, management may use funds from the resident(s) regular security deposit to cover the excess.

Agent for Owner: Dan Brinkman

Date:

Resident:

Date:

Resident:

Date: