

HIGHLAND CREEK

PET AGREEMENT (Becomes a part of Apartment lease Agreement)

PLEASE NOTE: Pets are a serious responsibility and risk for each resident in the apartment. If not properly controlled and cared for, pets can disturb the rights of others and cause damages running into many hundreds of dollars for which residents may be held liable.

1. Apt.#: _____ .Community: **HIGHLAND CREEK** Date of Lease: _____

Residents (list all residents): _____

2. **CONDITIONAL AUTHORIZATION FOR PET.** Residents are hereby authorized to keep a pet, which is described below, on the premises of the above apartment until the lease (entered into this date or hereafter) expires. Authorization to have a pet may be terminated sooner if resident's right of occupancy is lawfully terminated or if the pet rules below are violated in any way by residents or resident's family, guests or invitees.

3. **ADDITIONAL FEE: \$500.00** During the first year of the lease, Residents shall pay the foregoing amount as a one-time fee in order to have the pet in the apartment. The fee will be in addition to any increase to the security deposit or the monthly rent above. During subsequent years of the lease, should the lease be renewed, Tenant shall pay an annual pet fee in the amount of \$300.00 due and payable one time during the first month of the lease renewal period.

4. **NO LIMIT ON LIABILITY:** The additional monthly rent and/or additional security deposit under this pet agreement is not a limit of the residents' liability for property damages, cleaning, deodorizing, de-fleaing, replacements and/or personal injuries as set forth below.

5. **MULTIPLE RESIDENTS:** Each resident who signed the lease shall sign this pet agreement. Residents, occupants and guests shall abide by all pet rules. Each resident shall be jointly and severally liable for damages and all other obligations set forth therein, even if such resident does not own the pet.

6. **DESCRIPTION OF PET:** Only the following described pet is authorized to be kept in the residents' apartment. No substitutions are allowed. No other pets shall be permitted on the premises by residents' guests or occupants. Pets may not weigh over **50** pounds when fully grown. This prohibition includes but is not limited to mammals, reptiles, birds, fish, rodents, insects, and the following breeds of dog: Chow, Rottweiler, Doberman Pincer, Pit Bull, St. Bernard and Boxer. Animals must be at least 6 months old upon their arrival onto the property. Animals not house broken are not allowed at any age. All animals must be current in their vaccinations and licensed through the municipality.

Type: _____ Breed: _____ Color: _____ Weight: _____ Age: _____

City license number: _____ City of license: _____ Date of last rabies shot: _____

Name of Pet: _____ Pet housebroken? Pet declawed? Name of Pet Owner: _____

7. **SPECIAL PROVISIONS:** _____

8. **LIABILITY FOR DAMAGES, CLEANING, ETC.:** Residents shall be liable for the entire amount of all damages caused by such pet and all cleaning, de-fleaing and deodorizing required because of such pet. This applies to carpets, doors, walls, drapes, wallpaper, window screens, furniture, appliances and any other part of the apartment or apartment community, including landscaping. If such items cannot be satisfactorily cleaned or repaired, resident must pay for complete replacement by owner. Costs of said damages shall be considered added rent as per the lease agreement. Payment for damages, repairs, replacements, etc. shall be due immediately upon demand. Residents shall be strictly liable for the entire amount of any injury to the person or property of others, caused by such pet, and resident shall indemnify owner for all costs of litigation and attorney's fees resulting from the same.

9. **MOVE-OUT:** Upon move-out of residents, the carpet must be professionally shampooed and de-fleaed in order to protect future residents from possible health hazards, regardless of how long the pet occupied the premises. Residents shall also be liable for deodorizing of the apartment, if such is necessary in the judgment of the owner. Such shampooing, de-fleaing and/or deodorizing will be arranged for by the owner and be paid for by the residents. Proof of items listed above shall be provided by resident when completed.

10. **PET RULES:** Residents are responsible for the actions of the pet at all times and agree to abide by the following rules:

- (a) Residents agree that the pet will not disturb the rights, comforts and conveniences of the other residents in the apartment community. This applies whether the pet is inside or outside of the resident's apartment.
- (b) Resident shall not permit the pet in other apartments, common areas of the building, offices, club rooms, or other recreational facilities if applicable.
- (c) When the pet is outside the apartment, the pet shall be kept on a leash and under the residents' supervision at all times. Owner or owner's representative shall have the right to pick up loose pets and/or report them to the proper authorities. Owner may impose reasonable charges for picking up and/or keeping loose pets. Owner may also impose a \$50.00 fine if pet is caught defecating on the property other than the designated area. Resident would become responsible for damage that would occur due to pets actions.
- (d) The pet shall not be tied to any fixed object anywhere in the apartment community, including the patio areas, walkways, stairs, stairwells, parking lots, grassy areas, or any other place within the apartment community.
- (e) Owner has designated a particular area of the apartment community for pet defecation. Resident will not permit the pet to defecate anywhere on the property other than the designated area. Residents will be responsible for the immediate removal of the waste. Notwithstanding any provision herein, residents shall comply with local city ordinances regarding pet defecation. The area designated as the "pet area" will be that immediately surrounding the water retention area on the south side of the property.
- (f) Dogs and cats must be housebroken. All other pets must be caged at all times. No pet offspring are allowed. Puppies or kittens under six (6) months of age are not allowed.

11. ADDITIONAL RULES: Owner shall from time to time have the right to make reasonable changes and additions to the pet rule herein, if in writing and distributed to all residents who are permitted to have pets.

12. VIOLATION OF RULES: If any rule or provision of the Pet Agreement is violated by residents, other occupants, guests or invitees, residents shall at owners option, immediately and permanently remove the pet from the premises upon written notice by owner or owner's representative, and owner shall have all other rights and remedies set forth in the Lease Agreement, including damages, eviction and/or attorneys fees.

13. COMPLAINTS ABOUT PET: Resident agrees to immediately and permanently remove the pet from the premises if the owner receives reasonable complaints from the other residents or if the owner or his/her agents or staff, in their discretion, determines that the pet has disturbed the rights, comforts, or conveniences of other residents and/or neighbors.

14. GENERAL: Residents acknowledge that no other oral or written agreement exists regarding this Pet Agreement. Except for reasonable rule changes pursuant to Paragraph 12 hereof, the Pet Agreement may be modified only in writing, signed by all parties. This Pet Agreement is executed in multiple copies, one for the residents and one or more for the owner. This Pet Agreement shall be considered as an addendum to the lease (entered into this date and heretofore).

THIS IS A BINDING LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING

_____		HIGHLAND CREEK	
Resident Signature	Date		
_____		_____	
Resident Signature	Date	Authorized Agent or Manager	Date