

LIBERTY POINTE

PET 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 tenants may be held liable.

THIS PET AGREEMENT is hereby attached to and made a part of the Lease Agreement dated Insert Date Here, by and between Liberty Pointe, LLC (hereinafter referred to as the "Landlord") and Insert Tenant Name(s) (hereinafter referred to as the "Tenant") for the premises located at 2 Winter Creek Boulevard, Latham NY 12110.

1. CONDITIONAL AUTHORIZATION FOR PET: Tenant is hereby authorized to keep a pet, which is described below, in the premises until the Lease Agreement (entered into this date or hereafter) expires. Authorization to have a pet may be terminated sooner if Tenant's right of occupancy is lawfully terminated or if the pet rules below are violated in any way by Tenant or Tenant's family, guests or invitees.

2. ADDITIONAL FEE: \$500.00 Tenant shall pay the foregoing amount as a one-time non-refundable deposit in order to keep the pet in the premises. The fee will be in addition to any security deposit or monthly rent. Upon renewal of the Lease Agreement, Tenant shall pay an annual pet fee in the amount of **\$300.00** due and payable in full during the first month of the lease renewal period.

3. NO LIMIT ON LIABILITY: The additional non-refundable deposit under this Pet Agreement is not a limit of the Tenant's liability for property damages, cleaning, deodorizing, de-fleaing, replacements and/or personal injuries as set forth below.

4. MULTIPLE RESIDENTS: Each Tenant who signed the Lease Agreement shall sign this Pet Agreement. Tenants, occupants and guests shall abide by all pet rules. Each Tenant shall be jointly and severally liable for damages and all other obligations set forth herein, even if such Tenant does not own the pet.

5. DESCRIPTION OF PET: Only the following described pet is authorized to be kept in the premises. No substitutions are allowed. No other pets shall be permitted on the premises by Tenant's 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 premises. 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? Yes No Pet declawed? Yes No

Name of Pet Owner: _____

6. SPECIAL PROVISIONS:

7. LIABILITY FOR DAMAGES, CLEANING, ETC.: Tenant shall be liable for the entire amount of all damages caused by such pet and all cleaning, de-fleaing and deodorizing required because of the pet. This applies to carpets, doors, walls, drapes, wallpaper, window screens, furniture, appliances and any other part of the premises or apartment community, including landscaping. If such items cannot be satisfactorily cleaned or repaired, Tenant must pay Landlord for complete replacement. Costs of said damages shall be considered additional rent. Payment for damages, repairs, replacements, etc. shall be due immediately upon demand. Tenant shall be strictly liable for the entire amount of any injury to the person or

property of others, caused by such pet, and Tenant shall indemnify Landlord for all costs of litigation and attorney's fees resulting from the same.

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

9. PET RULES: Tenant is responsible for the actions of the pet at all times and agrees to abide by the following rules:

- (a) Tenant agrees that the pet will not disturb the rights, comforts and conveniences of the other tenants in the apartment community. This applies whether the pet is inside or outside of the Tenant's apartment.
- (b) Tenant shall not permit the pet in other apartments, common areas, 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 Tenant's supervision at all times. Landlord or Landlord's representatives shall have the right to pick up loose pets and/or report them to the proper authorities. Landlord may impose reasonable charges for picking up and/or keeping loose pets. Landlord may also impose a \$50.00 fine if pet is caught defecating on the property other than in the designated pet area. Tenant is responsible for damage that occurs due to the pet's 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) Landlord has designated a particular area of the apartment community for pet defecation. Tenant will not permit the pet to defecate anywhere on the property other than the designated area. Tenant will be responsible for the immediate removal of the waste. Notwithstanding any provision herein, Tenant shall comply with local city ordinances regarding pet defecation.
- (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.

10. ADDITIONAL RULES: Landlord 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 tenants who are permitted to have pets.

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

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

13. GENERAL: Tenant acknowledges that no other oral or written agreement exists regarding this Pet Agreement. Except for reasonable rule changes pursuant to Paragraph 10 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 IS A BINDING LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING

TENANT(S):

LANDLORD:

By:

(Signature)

(Signature)