

ATTACHMENT D – PET AGREEMENT

1. Permitted Animals.

If Landlord gives permission for Tenant to keep pets on the Premises, only the following types of animals are permitted –

1. Domestic dogs. **Absolutely no dangerous dogs.** Specific dangerous dog breeds are pit bull, American pit bull terrier, American Staffordshire terrier, Staffordshire bull terrier or any dog displaying the majority of physical traits of any one or more of these breeds or any dog exhibiting those distinguishing characteristics which substantially conform to the characteristics of these breeds and for which justification exists based on the number and severity of attacks, as determined by the U.S. or any state Department of Agriculture..
2. Domestic cats. **Absolutely no un-neutered male cats,** because of spraying. Female and neutered male cats only. Cats must be de-clawed or Tenant must provide scratching post. Tenant will provide Landlord with proof of neutering and/or de-clawing.
3. No other type of animal is permitted unless it is a medically prescribed assistive animal.

2. Rabies Vaccination.

Tenant will provide Landlord with proof of rabies vaccination prior to moving into Premises. Tenant agrees to keep all required vaccinations current during the term of the Lease Agreement.

3. Liability for Injuries.

Tenant assumes full liability for any injuries to persons or other animals caused by animals Tenant permits to enter the Premises regardless of whether Tenant is the owner of the animal(s). Tenant agrees to maintain liability insurance in the amount of \$100,000 or more to cover such incidents and names Landlord as “additional insured” to protect Landlord in the event of legal action.

4. Liability for Damages.

Tenant assumes full liability for any damages caused by animals Tenant permits to enter the Premises regardless of whether Tenant is the owner of the animal(s). Tenant agrees to pay the full replacement or repair cost for any damage done by the animal(s). For example, if a piece of a matched set of furniture is damaged and Landlord is unable to obtain a matching replacement, Tenant agrees to pay the full replacement cost of the entire furniture set. Tenant gives Landlord permission to bill any of Tenant's credit card(s) on file for these damages 14 days after Landlord submits an invoice to Tenant for these damages.

5. Unattended Pets.

Tenant agrees to keep pet(s) in a crate or portable kennel while pet(s) is unattended. Tenant may not keep pet(s) in the yard while Tenant is away from the Premises. This is to reduce the chance of damage to the yard, premises, and furnishings. Landlord does not warrant any fence, gate, door or other structure as suitable for keeping pet confined. Kenneling also protects Landlord, his employees or agents who may need access to the premises for routine cleaning and maintenance.

Tenant agrees not to hold Landlord, his employees or agents responsible for pet(s) leaving the Premises if the pet(s) is not properly kenneled. Landlord, his employees or agents are not responsible for retrieving the pet(s) or taking any other action if the pet(s) leave the Premises. Tenant may be liable for service charges if cleaning or maintenance personnel are unable to perform their duties because a pet is loose in the house.

6. Pet Waste.

Tenant agrees to clean up pet waste on a daily basis. This includes pet waste in the yard or in a litter box.

7. Pet Cleaning Fees.

If animal(s) are brought into the Premises either with or without the Landlord's written permission, Tenant agrees to pay the cost of having the Premises de-fleaed and de-ticked by a professional exterminator at the termination of occupancy. Tenant also agrees to pay for the cost of having the carpets and upholstered furnishings cleaned by a professional carpet cleaning company. Tenant agrees to pay the full replacement or repair cost for any damage done by the animal including but not limited to restoring yard, landscaping, and furnishings to original condition.

Tenant agrees to pay a non-refundable cleaning fee of \$220 + \$30 per mattress to have the entire premises to include carpets, mattresses, and upholstery professionally cleaned and to have the premises fumigated for fleas and ticks. This fee does not apply to any damages. The pet cleaning fee is due prior to moving in.

8. Unauthorized Animals.

If Tenant permits unauthorized animal(s), even temporarily, in the Premises, Tenant is responsible for all damage caused by the animal(s). Additional monthly fees and a non-refundable cleaning fee may apply.

9. Default by Tenant.

Violation of any provisions of this Pet Agreement is a material breach of the Lease Agreement and is grounds for immediate termination. Tenant may be required to vacate the Premises or be removed from the Premises, and Tenant may forfeit any rights to return of any security deposit.