

Michael and Rosemary Martin Properties Pet Agreement and Policy

THIS AGREEMENT entered into this _____ day of _____, 20____, by and between Tenant, in consideration of their mutual promises as follows:

PURPOSE

The purpose of this addendum to the Residential Lease Agreement is to insure that pet ownership will not be injurious to persons or property, nor violate the right of all tenants to clean, quiet, and safe surroundings in this apartment complex.

APPROVAL

- a. The Tenant desires and has received written approval from the Owner to keep the pet named _____ and described as

This written approval must be available at all times. The written approval will be granted after all conditions of the Agreement have been fulfilled.

- b. This Agreement is an Addendum to and part of the Residential Lease Agreement between the Owner and the Tenant executed on _____. In the event of default by Tenant of any terms of this Agreement, Tenant agrees, upon proper written notice of default from the Owner, to cure the default, remove the Pet or vacate the premises. Tenant agrees Owner may revoke permission to keep said Pet on the premises by giving Tenant proper written notice. Failure to comply on the part of the Tenant will be deemed material non-compliance of the Residential Lease Agreement and will be grounds for termination of tenancy.

CERTIFICATE

- a. the Tenant must present a Veterinarian's Certificate that the Pet is in good health, has had the necessary inoculations and booster shots, is spayed or neutered, and declawed in the appropriate cases. The Certificate must be updated annually. The Certificate must be presented prior to the Pet coming onto the premises. If the animal is too young, The Tenant agrees to have the Pet neutered or spayed when the Pet reaches suitable age. Failure to do so is in non-compliance with the terms of this addendum and the Residential Lease Agreement
- b. The Tenant agrees to comply with all Health and Safety Codes and all other applicable governmental laws and regulations relating to pets.

TYPES

Only domestic animals such as dogs, cats, birds and fish will be admitted to the premises. No small rodents such as hamsters, rates, mice and guinea pigs will be admitted. No reptiles, monkeys, or other exotic or undomesticated animals of any type will be allowed. No meat eating or poisonous species will be allowed in aquariums. No birds of prey will be admitted.

PET EMERGENCY

The Tenant agrees that if for any reason the Pet is left unattended or whose health is jeopardized by Tenant neglect, mistreatment or inability to care for the animal, the Owner shall report same to the appropriate authorities. Such circumstances shall be deemed an emergency for the purposes of the Owner's right to enter the Tenant unit to allow such authority to remove the animal from the premises. The Owner accepts no responsibility for any pet so removed.

PET RESTRAINTS (Rules you must comply with. Non compliance results in revocation)

- a. The Pet must be kept in the Tenant's apartment at all times or carried or leashed when in the common areas or hallways of the building.
- b. The Pet must be on a leash at all times when on the grounds of the complex. At no time will the Pet be allowed to roam free.
- c. Pets shall not be in the common areas of the building except for the purpose of passing to the outside of the building. The common hallways may not be used for exercising the Pet.
- d. The Tenant agrees to keep the Pet under control at all times so that the Pet does not jump on other tenants or guests on the property and that they are not bothered or unduly frightened by excessive barking or other aggressive behavior.
- e. Pets that disturb the peace and quiet of the neighbors through noise, smell, animal waste, biting, scratching or other nuisance must be removed from the premises.
- f. Pets will be totally removed from their units for the full amount of specified time for any extermination or defleaing of the complex.
- g. It is the Pet owner's responsibility to clean up immediately behind the Pet.
- h. Birds must be caged at all times.
- i. tenants shall not alter their apartment or any part of the premises to create an enclosure for the Pet.
- j. no pet sitting for animals that are not part of a signed pet agreement.

PET CARE

- a. All animal waste or litter from litter boxes or cages or on the exterior of the property is to be picked up and disposed of in SEALED PLASTIC BAGS and placed in the trash bin outside of the building.
- b. If a smell is developed because of improper care of the Pet, the Owner shall first give one verbal reprimand followed by on written notice. The next notice of the problem shall result in the Tenant being required to remove the Pet from the complex.
- c. The Tenant agrees and is aware that the Owner may impose a \$5.00 per occurrence waste removal charge in the even that the Tenant does not comply with the procedures of disposal of pet waste.

NON-COMPLIANCE

- a. Tenants who violate the terms of this Agreement will be required to remove the Pet from the premises upon notice from the Owner within reasonable time commensurate with the exigency and/or urgency of the situation in the case of creation or maintenance of a threat to the health or safety of other tenants or the Owner's employees.
- b. Thirty days in all other cases.

Failure to comply may result in revocation of permission to have a Pet by the Owner.
Failure to comply could result in termination of tenancy, aka eviction

The Tenant has read and agrees to comply with this Agreement and agrees to comply with such rules and regulations as may be reasonably adopted from time to time by the Owner. The Tenant further agrees to review this Agreement at the time of annual re certification.

TENANT **DATE**

TENANT **DATE**

OWNER **DATE**