

Riverrain Apartments-Pet Addendum

THIS AGREEMENT is hereby attached to and made part of the Rental Agreement dated _____, 20____ by and between

_____, the Owner/Agent and

_____, the Resident(s), for the premises located at

DESCRIPTION OF PET. Only the following described pet is authorized to be kept in residents' dwelling unit. No substitutions are allowed. No other pet shall be permitted on the premises by residents or residents' guests or occupants.

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

Age: _____ Declawed & Neutered? _____ Pet Housebroken? _____

PLEASE NOTE: Pets are a serious responsibility and risk for each resident in the dwelling. 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.

Pets are not allowed at this apartment community under any circumstances without prior written approval of the Management. Management may reject any pet for any reasons Management deems appropriate. There are substantial penalties if any Resident has a pet without first securing WRITTEN approval of Management, or for violation of any pet rules.

WHEREAS, the Resident desires to keep a certain pet described above on the said premises and the Rental Agreement specifically prohibits allowing pets on the premises; The Rental Agreement is hereby amended to grant such permission to the Resident. In exchange for this permission, the Resident agrees as follows;

1. Pets are not allowed at this apartment community under any circumstances without prior written approval of the Management. Management may reject any pet(s) for any reasons Management deems appropriate. There are substantial penalties if any Resident has a pet without first securing prior WRITTEN approval of Management, or for violation of any pet rules.
2. **CONDITIONAL AUTHORIZATION FOR PET.** Residents are hereby authorized to keep a pet on the premises of the above dwelling unit until the described lease expires. Authorization may be terminated sooner if resident's right of occupancy is lawfully terminated or if the pet rules listed below are violated in any way by residents or residents's guests or occupants.
3. **WHEN SIGNED BY THE RESIDENT(S) AND BY THE GENERAL MANAGER OF RIVERRAIN APARTMENTS,** and subject to the collection of a non-refundable pet privilege fee of \$200.00 and an additional \$50.00 per month, and further subject to the rules contained herein and in the Resident's Lease Agreement, it is hereby agreed that the Resident may have a pet during the term of the Resident's Lease Agreement. Resident agrees to register the pet with the Property Manager, and to secure the Property Manager's WRITTEN approval before bringing the pet into the apartment community or into any apartment. It is also understood that the Property Manager has the right to refuse to allow any pet on the community for any reason Property Manager deems appropriate.
4. A Privilege Pet Fee of \$200.00 is required for a specific pet in the community. The pet privilege fee is in addition to the Security Deposit already placed with management. Resident agrees that the pet privilege fee is not being applied towards damages in the event the Security Deposit does not cover the cost of damage. The pet privilege fee is strictly a management fee for the privilege of allowing a pet to reside within the Premises, and shall not be considered as a deposit.
5. Normally, dogs are permitted. Rottweilers, German Shepherds, Chows, Huskies, Pit Bulls and Doberman breeds of dogs are not permitted. This applies to pure bred and mixed breed dogs that have similar physical and behavioral characteristics or lineage.
6. **NO LIMIT LIABILITY.** The additional monthly rent and/or additional fees under this Pet Addendum are not a limit on resident's liability for property damages, cleaning, deodorization, defleaing, replacements and/or personal injuries as set forth in this Addendum.
7. **PET RULES.** Residents are responsible for the actions of the pet at all times. Resident(s) agree to abide by the following rules:
 - (a) Residents agree that a pet will not disturb the rights, comforts and conveniences of neighbors or other residents. This applies whether the pet is inside or outside of residents' dwelling.
 - (b) Dogs and cats must be housebroken. No pet offspring allowed.
 - (c) Pets shall not be tied to any fixed object outside the dwelling unit, including patio areas, walkways, stairs, stairwells, parking lots, grassy areas, or any other part of owner's property.

- (d) Resident will have a sanitary waste remover, commonly called a "Pooper Scooper", with them at all times while walking the pet outside of the unit, and agrees to remove and properly dispose of any pet waste.
 - (e) **The Resident agrees to hold Management harmless** from any claims should the pet escape from the apartment, or become lost or missing, and especially acknowledges that Management or Management's employees and designees will be entering the apartment unit on a periodic basis for maintenance and pest control. Resident also agrees to hold Landlord and/or Management harmless from any claims of personal injury or damages regarding the pets actions.
 - (f) Resident's pet must be fed and watered inside the dwelling unit; and pet food or water may not be left outside the dwelling unit at any time.
 - (g) Pets shall be kept on a leash and under resident's supervision when outside the dwelling. Landlord or Landlord's representative shall have the right to pick up unleashed pets and/or report them to the proper authorities. Owner shall impose reasonable charges for picking up and/or keeping unleashed pets.
 - (h) Residents must maintain current inoculations of pets and records must be made available upon request of management
8. **ADDITIONAL RULES.** Landlord/Management shall from time to time have the right to make reasonable changes and additions to the above pet rules, if in writing and distributed to all residents who are permitted to have pets.
 9. **VIOLATION OF RULES.** If any rule or provision of this Pet Addendum is violated by resident or resident's guests or occupants, residents shall immediately and permanently remove the pet from the premises upon written notice from 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 attorney fees
 10. **COMPLAINTS ABOUT THE PET.** Resident agrees to immediately and permanently remove the pet from the premises if owner or owner's representative receives reasonable complaints from neighbors or other residents or owner, in the sole discretion of the owner or the owner's representative, determines that the pet has disturbed the rights, comforts, or conveniences of neighbors or other residents.
 11. **LIABILITY FOR DAMAGES, CLEANING, ETC.** Residents shall be jointly and severally liable for the entire amount of all damages caused by such pet and all cleaning, defleaing and deodorizing required because of such pet. This applies to carpets, doors, walls, wallpaper, windows, screens, appliances and any other part of the dwelling unit, landscaping, or other improvements on Landlord's property. If such items cannot be satisfactorily cleaned or repaired, residents must pay for complete replacement by owner. Payment for damages, repairs, cleaning, 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 fees resulting in same.
 12. **MOVE-OUT.** Upon move-out of residents, resident shall pay for defleaing, deodorizing, and/or shampooing carpets to protect future residents from possible health hazards, regardless of how long the pet occupied the premises. Such shampooing, defleaing, and/or deodorization will be arranged by Landlord and withheld from the security deposit.
 13. **MULTIPLE RESIDENTS.** Each resident who signed the lease shall sign this Pet Addendum. Residents and resident's guests or occupants shall abide by all pet rules. Each resident shall be jointly and severally liable for damages and all other obligations set forth herein, even if such resident does not own a pet.
 14. Resident agrees that permission to have a pet in the apartment community may be cancelled by Management for any reason Management deems appropriate. Resident agrees to pay a fine of \$100.00 for any infraction of the Pet Addendum that Management deems necessary.
 15. **GENERAL.** Residents acknowledge that no other oral or written agreement exists regarding this Pet Addendum. This Pet Addendum and the pet rules shall be considered a part of the lease described above.

I have read and understand the rules regarding having pets at this apartment community as set out in the Pet Rules above, and I agree to abide by these rules as well as the Rules and Regulations and all other provisions of my Lease Agreement.

I affirm that the information given regarding my pet is true and accurate to the best of my knowledge and belief, and that my pet has had all shots as recommended and will continue to have those shots at the normal intervals while on this apartment community.

I agree not to have the pet in my apartment prior to securing approval from Management and paying my \$200.00 Pet Privilege Fee.

Residents:

Date:

General Manager

Date