



PET AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2____, by and between _____, hereinafter referred as Owner, and _____, hereinafter referred as Resident, in consideration of their mutual promises agree as follows:

1. Resident desires and has received permission from the Owner to keep the pet named and described as _____.
2. This Agreement in an Addendum to a part of the Rental Agreement and/or Lease between Owner and Resident executed on ____/____/____. In the event of default by Resident of any of the terms of this Agreement, Resident agrees, upon proper written notice of default from Owner, to cure the default, remove the pet, or vacate the Premises. Resident agrees that Owner may revoke permission to keep said Pet on the Premises by giving Resident proper written notice.
3. As a special security deposit, Resident agrees to pay Owner the sum of \$_____. Owner may use there from such amount as is reasonably necessary to take care of any damages or cleaning caused by or in connection with said Pet. At the termination of this Agreement, any balance shall be added to the Rental Agreement security deposit, and disbursed thereafter, as required by law. Resident agrees to pay Owner for any damages or costs caused by the Pet in excess of the security deposit on demand by Owner.
4. Resident agrees to comply with:
 - A. The Health & Safety Code;
 - B. All other applicable governmental laws and regulations, such as, but not limited to, licensing, etc.;
 - C. **PET POLICIY** of facility.
5. Resident represents that the pet is quiet and housebroken, and will not cause any damage or annoy other Residents.
6. Resident agrees that the Pet will not be permitted outside the Resident's unit, unless restrained by a leash. Use of the grounds or Premises of Owner for sanitary purposes is prohibited except as posted.
7. Resident shall not permit the Pet to cause any damage, discomfort, annoyance, nuisance, or any way to inconvenience or cause complaints from any other Resident. Any "mess" created by the Pet shall immediately be cleaned up by Resident.
8. Resident agrees to remedy any emergency situations involving Pet (e.g. attack by Pet on staff member, another resident or guest) within 24 hours and any nuisance situations within ten (10) days.
9. Resident shall be financially responsible for any flea or other insect infestation that affects his/her own or adjacent units as a result of his/her Pet.
10. Any Pet left unattended for 12 hours or more or whose health is jeopardized by the Resident's neglect, mistreatment, or inability to care for the animal shall be reported to the S.P.C.A. or other appropriate authority. Such circumstances shall be deemed an emergency for the purposes of the Owner's right to enter the Resident's unit to allow such authority to remove the animal from the Premises. The Owner accepts no responsibility for any Pet so removed.
11. Resident agrees to maintain Pet in healthy condition and to update **PET INFORMATION CARD** as requested.
12. Resident agrees to indemnify, defend, and hold Owner harmless from and against any and all claims, actions, suits, judgments, and demands brought by any other party on account of or in connection with any activity of or damage caused by the Resident's Pet.
13. Resident has read and agrees to comply with the **PET POLICY**, which is herein incorporated, and agrees to comply with such rules and regulations as may be reasonably adopted from time to time by Owner.

Resident

Date

Resident

Date

Owner's Representative

Date

PET POLICY

I. SELECTION CRITERIA

A. TYPES OF PETS PERMITTED

1. Only the following types of common household pets meeting the criteria shown will be permitted:
 - a. DOGS
 - (1) Maximum number—one (1)
 - (2) Maximum adult weight- 20 pounds
 - (3) Must be housebroken
 - (4) Must be spayed or neutered
 - (5) Must have all required vaccinations
 - (6) Must be licensed
 - b. CATS
 - (1) Maximum number—one (1)
 - (2) Must be trained to a litter box
 - (3) Must be spayed or neutered
 - (4) Must have all required vaccinations
 - c. BIRDS
 - (1) Maximum number—TWO (2)
 - (2) Must be kept inside cage at all times
 - d. FISH
 - (1) Maximum aquarium size—twenty gallons
 - (2) Must be maintained on an approved stand
 - e. SMALL MAMMALS
 - (1) Maximum number— TWO (2)
 - (a) Hamsters
 - (a) Guinea Pigs
 - (a) Rabbits
 - (a) Gerbils
 - f. TURTLES

B. TYPES OF PETS NOT PERMITTED

1. Reptiles (except Turtles)
2. Monkeys
3. Exotic Animals that are not “common household pets”

C. MAXIMUM NUMBER OF PETS

In any event, not more than one dog or one cat or two of the other listed warm-blooded, four-legged pets can be permitted in any apartment at any time.

II. REGISTRATION

- A. All pet owners must register their pets with the Owner before the pet is brought onto the Premises, and must update the registration as requested. The registration must include:
 1. A certification signed by a licensed veterinarian or a state or local authority empowered to inoculate animals (or designated agent of such authority) stating that the pet has received all inoculations required by applicable state and local law.
 2. Information sufficient to identify the pet and to demonstrate that it is a common household pet.
 3. The names, addresses and phone numbers of two responsible parties who will care for the pet if the pet owner dies, is incapacitated, or is otherwise unable to care for the pet.
- B. The Owner may refuse to register a pet if:
 1. The pet is not a common household pet.
 2. Keeping the pet would violate any applicable household rules.
 3. The pet owner fails to provide complete pet registration information or fails to update the pet registration as requested.
 4. The pet owner reasonably determines, based on the pet owner's habits and practices, that the pet owner will be unable to keep the pet in compliance with the Pet Rules and other lease obligations.
- C. If the Owner refuses to register a pet, a notice stating the basis for the refusal shall be properly served on the pet owner.

III. INOCULATIONS

- A. Dogs must be vaccinated in accordance with the appropriate state and local laws. This includes, but is not limited to, canine distemper, infectious hepatitis-lepto series, parvo virus and rabies, with booster shots as needed. Dogs must be licensed by the appropriate local government.
- B. Cats must be vaccinated in accordance with the appropriate state and local laws. This includes, but is not limited to, feline enteritis and rabies, with booster shots as needed.

IV. SANITARY AND CONDUCT STANDARDS

- A. Dog owners are required to remove dogs from the Premises to permit the pet to exercise or deposit waste. No common area of the property or grounds may be used for these purposes.
- B. Owners of cats and other pets using litter boxes must change the litter at least once each day. Pet waste and litter shall be securely wrapped in plastic bags and placed directly into trash bins (not put into trash chutes or toilets). Litter boxes shall not be placed on balconies.
- C. The pet owner is responsible for the immediate removal of any waste from his/her pet deposited on common areas or grounds.
- D. Pet owners must control the noise, odor, and insect infestation of pets so that a nuisance to neighboring residents is not created.
- E. Pets may not be left unattended for more than nine (9) hours.

V. PET RESTRAINT

- A. All cats and dogs and other pets must be appropriately and effectively restrained and under the control of a responsible individual while on the Premises. Pets are not permitted in the elevators, corridors, lobbies and other interior common areas except while being transported to or from the pet owner's apartment and during these times the pet must be carried and/or on a leash. Pets are not permitted in the laundry area, recreation rooms or kitchen areas at any time.
- B. The owner of any dog is liable for the damages suffered by any person bitten by the dog as called for in California Civil Code Section § 3342.

VI. PET DEPOSIT

- A. Residents who own or keep dogs or cats in their units are required to pay a refundable pet deposit of _____ dollars.
- B. The pet deposit will be used to pay reasonable expenses directly attributed to the presence of the pet in the Premises, including, but not limited to, the cost of repairs and replacements to, and fumigation of, the Resident's dwelling unit and the cost of providing care and/or shelter for the pet (see Section VIII). The Owner will refund the unused portion of the pet deposit to the Resident within a reasonable time after the Resident moves from the or no longer owns or keeps a dog or cat in the dwelling unit.

VII. IDENTIFICATION

Each dog must wear a dog license and each dog and cat must wear an identification tag with the owner's name, telephone number and/or apartment number.

VIII. PROTECTION OF THE PET

If the health or safety of a pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet, the Owner may contact the responsible parties listed in the pet registration. If the responsible party or parties are unwilling or unable to care for the pet, or if the Owner, despite reasonable efforts, has been unable to contact the responsible party or parties, the Owner may contact the appropriate state or local authority (or designated agent of such an authority) authorized to remove the pet, and place the pet in a facility that will provide care and shelter until the pet owner or a representative of the pet owner is able to assume responsibility for the pet, but no longer than 30 days. The cost of the animal care facility provided under this section shall be borne by the pet owner. If the pet owner (or the pet owner's estate) is unable or unwilling to pay, the cost of the animal care facility may be paid from the pet deposit.

IX. NO VISITING PETS

No pet which is not owned by and registered to a Resident may be brought onto the complex Premises or kept temporarily.

X. PET POLICY VIOLATIONS

- A. If the owner determines on the basis of objective facts, supported by written statements, that the pet owner has violated a rule governing the owning or keeping of pet, the owner will serve a written notice of Pet Policy violation on the pet owner.
- B. Nothing in this Pet Policy prohibits the Owner or an appropriate community authority from requiring the removal of any pet from the Premises if the pet's conduct or condition is duly determined to constitute, under the provision of State or local law, a nuisance or a threat to the health or safety of other occupants of the or of other persons in the community where the is located.

AFFIDAVIT: I have read and understand the above Pet Policy and agree to comply fully with their provisions. I understand that any breach of this Pet Policy is a breach of the lease and may constitute reason for removal of my pet. Where required by management to remove my pet from the Premises, I agree to affect such removal and understand that my failure to do so shall constitute grounds for eviction.

LANDLORD Signature:

Date

RESIDENT Signature:

Date

Date

Unit Number: _____

**VALID ONLY IF VETERINARIAN'S CERTIFICATE (128a) AND
PET REGISTRATION (128B) IS ATTACHED.**