## <u>ANIMAL ADDENDUM</u> (includes assistive animals)

This agreement is an addendum to the lease agreement dated \_\_\_\_\_\_ between the landlord and the tenant for the premises located at \_\_\_\_\_\_. The parties hereby acknowledge that the tenant has indicated that an animal will be living in the premises and has paid a pet deposit (if applicable). No animals are allowed on the premises without prior written permission of landlord.

**<u>Approved Pet/Assistive(s)</u>**: The following pet(s) is/are the only animal authorized to be on the premises (type, breed, age, sex, name, whether animal is intact or spayed/neutered, and current county license registration number must be included):

1)\_\_\_\_\_

\*Amount of Pet Deposit: \$\_\_\_\_\_\_ per pet. This Deposit is (is not) refundable. The deposit will not be refunded if the pet no longer resides on the premises but will (will not) be refundable at the termination of the tenancy.

\*Amount of Monthly Pet Rent:\$\_\_\_\_\_ per pet.

\*The Deposit and the Pet Rent does not apply to assistive animals. Special documentation required and tenant must disclose the animal and get prior written permission before they add an assistive animal to the lease. See Landlord for details.

\*\*The Pet Deposit and Pet Rent will be reduced if the pet is spade or neutered. Proof is required.

**Obligations of the Tenant**: Tenant agrees to take reasonable steps to control and care for their animal at all time. They further agree to prevent and report any signs of animal damage within <u>two</u> days. Notification shall constitute Tenant's permission for the Landlord to enter the unit to inspect. Tenant agrees to keep the home in a clean and debris free condition and to remove all feces in a timely manner. Tenant agrees to pay for any treatments to the home (including carpet cleaning, tick or flea remediation) that are required as a result of their pet living on the premises. Tenant is fully liable for all behaviors of their animal and may be evicted as a result of any activity involving their animal. Tenant agrees to contain the animal while the Landlord or its agents are on the premises for any work that needs to be completed on the premises, when the property is being shown, or for any other reason that permits the Landlord access to the premises pursuant to ARS 33-1343. Tenant agrees to comply with all state, city, federal or other governmental entity rules, laws or regulations that govern animals including but not limited to registration, licensing, limitation on type or number of animals allowed in these premises. Tenant agrees to keep all animals, other than dogs and cats, in appropriate cages at all times.

**<u>RESTRICTIONS:</u>** The Landlord has the right to restrict the breed, size, or species of the pet permitted on the premises (assistive animals excepted). The Landlord may withdraw their permission for the animal to live on the premises at any time based on reasonable standards that involve the conduct of the pet or the Tenant. Current prohibited pets include dogs over 30 pounds, dogs on the restricted breeds list, fish, reptiles, rabbits, vermin/rodents, pigs, foul, livestock, and non-domesticated animals. (optional language!)

**REMOVAL OF ANIMAL/MEDICAL CARE:** Tenant agrees to properly care for their animals and remove them when their lease is ended. If the Tenant fails to promptly remove the animal within 24 hours of the termination of the lease and return of possession (through any legal means), Tenant agrees that Landlord shall have the right to remove the animal and make alternative arrangements for that animal's care at the Tenant's sole expense! If the Landlord determines that the animal must be removed because of behaviors involving that

animal, Tenant agrees that they will remove that animal immediately if the incident involves a health or safety concern, and not later than 10 days if there is any other reason to require the removal of the animal. The tenant agrees that the landlord may enter the apartment without notice to the tenant if they reasonably the animal is in distress, injured and in need of medical care or abandoned. If the animal is determined to need medical care, the landlord may remove the animal immediately and seek medical attention. The tenant is liable for any and all medical costs or costs to board said animal. The tenant releases the landlord from any liability or harm created by or caused to the animal in meeting these stated obligations unless said actions by landlord are deliberate and intentionally cause harm to the animal. The decision of the landlord to enter and remove the animal or seek medical care is at the landlord's sole discretion.

<u>**Other</u>**: The tenant acknowledges that the Owner is not an insurer of tenant's property and in encouraged to have insurance to cover any losses or liability that may result of actions of the animal. Furthermore the tenant agrees to indemnify and hold harmless the Owner and its agents from any claims, including attorney fees, which the tenant may incur as a result of the negligent or intentional acts of the tenant's animal or their guests' animal. Tenant may be liable for failing to comply with this addendum. Owner and its agents shall not be liable to tenant or their guests or any third parties for any harm as a result of any animal issue other than for the intentional act of the Landlord. Landlord may impose or modify rules and regulations involving animal with a thirty day written notice to the Tenant and those rules and regulations will become a part of this addendum and fully enforceable, including but not limited to the imposition of fines and the requirement for the Tenant to provide and pay for DNA testing of a pet. A fine of \$\_\_\_\_\_\_ will be owed if any animal is brought on the premises without landlord's knowledge and written consent.</u>

WARNING: Providing false or misleading information about the animal or any other violation of this addendum is a material violation and may result in legal action.

By signing below, the undersigned acknowledge and agree to the above addendums. All occupants over the age of 18 must sign this Addendum. Failure to execute and return the Addendum will constitute a material breach of the Lease.

\_\_\_\_\_ Date:\_\_\_\_\_

Date:

Owner/Agent

Date:

Tenant