



## **SERVICE/COMPANION ANIMAL AGREEMENT**

This Service/Companion Animal Agreement is an amendment to, and is incorporated in full into the existing Lease/Rental Agreement between \_\_\_\_\_ Apartments (hereinafter referred to as "Apartment Complex") and \_\_\_\_\_, (hereinafter referred to as "Resident."). The purpose of this Agreement is to authorize Resident to have a Service/Companion Animal in the Resident's dwelling unit subject to certain conditions and restrictions. If not properly controlled and cared for, Service/Companion Animals can disturb the rights of others and cause costly damage for which the Residents will be held liable.

### I. DWELLING UNIT DESCRIPTION

Address: \_\_\_\_\_

### II. CONDITIONAL AUTHORIZATION FOR SERVICE/COMPANION ANIMAL

A Service/Companion Animal is needed by Resident because of his/her disability and to have equal use and enjoyment of the apartment and common use areas.

A Service/Companion Animal is not a pet. Resident is hereby authorized to keep a Service/Companion Animal on the premises of the Resident's dwelling unit until Resident voluntarily vacates the unit.

Authorization may be terminated sooner if Resident's right to occupy the unit is lawfully terminated or if the provisions of this Agreement are substantially violated and are not curable by Resident.

### III. DESCRIPTION OF SERVICE/COMPANION ANIMAL:

Only the following described Service/Companion Animal is authorized to be in Resident's dwelling unit. No substitutions are allowed. No other animal or pet shall be permitted to live on the premises by Resident or Resident's guests, unless authorized as a reasonable accommodation for a disability.

Type of Animal (e.g., cat, dog, etc.): \_\_\_\_\_

Name of Animal: \_\_\_\_\_

License No. (if applicable): \_\_\_\_\_

Brief description of animal (color, size, age, etc.): \_\_\_\_\_

\_\_\_\_\_

To be completed by veterinarian (if applicable):

Are rabies shots for the above-mentioned Animal up-to-date? \_\_\_\_\_

Has the Animal been neutered/spayed? \_\_\_\_\_

Name of veterinarian: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

#### IV. SPECIAL PROVISIONS:

The following special provisions shall take priority over any conflicting provisions of this printed form.

Resident shall be liable for payment of all expenses incurred by the Apartment Complex a result of the Resident's Service/Companion Animal including, but not limited to, all cleaning of unit, cleaning of carpets, repairing damage to walls, fixtures, or appliances, de-fleaing, and deodorizing in the unit to protect future occupants from possible health hazards, regardless of how long Resident's Service/Companion Animal occupied the unit. If necessary, such work shall be arranged by the Apartment Complex and paid for by Resident.

#### V. SERVICE/COMPANION ANIMAL RULES:

Resident is responsible for the actions of his/her Service/Companion Animal at all times. Resident agrees to abide by the following rules:

- a) Resident agrees that the Service/Companion Animal shall not unreasonably disturb the rights, comforts, or conveniences of neighbors or other residents. This applies to both inside and outside the dwelling unit.
- b) Service/Companion Animal must be housebroken.
- c) Service/Companion Animal shall be spayed or neutered. No Service/Companion Animal offspring shall be allowed.
- d) Service/Companion Animal shall not be tied to any fixed object outside a dwelling unit including, but not limited to, patio areas, walkways, stairs,

stairwells, automobiles, parking lots, trees, grassy areas or any other part of the Apartment Complex.

- e) Service/Companion Animal may not be allowed to run freely throughout the Apartment Complex, or left unattended on any Resident's patio or balcony. Service/Companion Animals must be kept on a leash at all times and under supervision when outside dwelling unit.
- f) Service/Companion Animal must be fed and watered inside dwelling unit (or enclosed outside area of the unit) and its food or water may not be left outside at any time.
- g) Unless Apartment Complex has specifically designated an area in the dwelling unit or on the grounds for discharge of Service/Companion Animal urine or feces, no Service/Companion Animal shall be allowed to discharge anywhere on the property of the Apartment Complex or adjoining sidewalks including, but not limited to, dwelling units, walkways, stairwells, parking lots, grassy areas, or other places. All Service/Companion Animals must be taken off the property or its adjoining sidewalks for this purpose. If Service/Companion Animal discharge occurs anywhere on the property, the Resident shall be responsible for immediate disposal of waste and repair of any damage. Resident shall be charged for any repair or damage if the Service/Companion Animal has discharged on the property.

#### VI. EMERGENCY CARE:

In case of emergency for the Resident, the Resident's Service/Companion Animal will be cared for by: \_\_\_\_\_ at the following phone number \_\_\_\_\_. If such person is also a resident on the same property, the provisions of this Agreement will continue to be in effect and shall be deemed to apply to the person acting as caretaker. Animals may not be cared for in another resident's unit, unless necessary.

#### VII. PET CARE AND ABUSE:

If Resident is or becomes incapable of caring for the Service/Companion Animal, or if such Animal is neglected or abused, Apartment Complex may terminate Resident's authority to keep such Service/Companion Animal. Management reserves the right to contact applicable authorities.

#### VIII. VIOLATION OF AGREEMENT:

If any provision of this Agreement is substantially violated and is incurable, Resident shall, upon demand by official representative of the Apartment Complex, immediately and permanently remove such Service/Companion Animal from Apartment Complex. Apartment Complex shall have all rights and remedies as set forth in the Lease/Rental Agreement, including, but not limited to, require

reimbursement of any expenses incurred by Apartment Complex as a consequence of Resident's default, and the right in appropriate circumstances to evict Resident from said dwelling unit.

**IX. COMPLAINTS ABOUT SERVICE/COMPANION ANIMAL:**

Resident agrees to immediately take appropriate action in the event that Apartment Complex receives legitimate complaints from neighbors or other occupants concerning the Resident's Service/Companion Animal. If three or more complaints are received, and no satisfactory action is taken, Management has the right to require that the Resident remove the Service/Companion Animal from the dwelling unit. Apartment Complex shall have the right to evict Resident if he/she fails to comply with this provision.

**X. PRIOR UNDERSTANDING:**

Resident acknowledges that no other oral or written agreement or understanding exists regarding this Service/Companion Animal Agreement.

**THIS A BINDING AND LEGAL DOCUMENT. READ CAREFULLY BEFORE SIGNING.**

Resident(s) Signature (all adults named on Lease/Rental Agreement must sign):

1. \_\_\_\_\_  
Date

2. \_\_\_\_\_  
Date

\_\_\_\_\_  
Administrator Date