

**PET AND ASSISTANCE ANIMAL POLICY**  
**ADDENDUM TO THE LEASE AGREEMENT**

All pets/assistance animals must be registered with the Management Agent and this special addendum to the lease agreement must be signed by the tenant and the Management Agent PRIOR to ANY animal being brought onto the premises.

This Addendum to the Lease, between \_\_\_\_\_, as  
Tenant, and \_\_\_\_\_ Apartments, as Landlord,  
is effective: \_\_\_\_\_, \_\_\_\_\_.

**PET DEFINITION**

A domesticated animal such as a dog, cat, bird, rodent (including a rabbit), fish or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pets do not include: reptiles (except turtles); mammals born in the wild, such as ferrets, squirrels, skunks or feral pigs; or other exotic species.

The American Kennel Club lists the following dog breeds as doing the best in an apartment setting: Border collie, Golden Retriever, Shetland Sheepdog, Labrador Retriever, English Springer Spaniel, Collie, Cocker Spaniel, Weimaraner, Dalmatian, Dachshund.

They list these breeds as doing worst in an apartment: Beagle, all Terriers, Chihuahua, Lhasa Apso, Shih Tzu, Basset Hound, Pekingese, Bloodhound, Chow Chow, Miniature Poodle.

**PET OWNERSHIP**

Tenants will be allowed ownership of ONE dog or cat. However, in households where an assistance animal has been approved, ONE additional pet of any approved species will be allowed, with the exception of birds (**two** maximum) and fish (limited to a maximum of a 30 gallon tank).

**The pet proposed for residence is identified as:**

Pet type: [ ] Dog [ ] Cat [ ] Other: \_\_\_\_\_

Pet's Name: \_\_\_\_\_ Breed or species: \_\_\_\_\_

**ASSISTANCE ANIMAL**

An assistance animal is described as follows: "Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability."

**The assistance animal proposed for residence is identified as:**

Type: [ ] Dog [ ] Cat [ ] Other: \_\_\_\_\_

Name: \_\_\_\_\_ Breed or species: \_\_\_\_\_

The Landlord will provide written notice and an explanation to the resident/applicant if a pet/assistance animal is rejected. The Landlord may refuse to accept a pet/assistance animal for the following reasons:

- Keeping an animal that would violate a rule in this pet/assistance animal policy.
- The resident fails to register the animal before it is brought onto the premises and/or to fail to annually update the registration.
- The Landlord reasonably determines, based on the owner's habits and practices, that the owner will be unable to keep the animal in compliance with these rules and other lease obligations.
- The animal has a history of disruptive or aggressive behavior.

**REGISTRATION**

Prior to coming into the premises, and annually, the animal must be registered with the Landlord. Registration includes:

- Allowing the Manager to view the animal.
- Providing written certification from a licensed veterinarian that the animal is free from diseases and infestations which could contaminate other resident's animals, or other people, and that the animal has received all recommended vaccinations. This certification is at the expense of the tenant and must be provided annually. **NOTE:** Only dogs and cats with veterinary certificates indicating that they have been spayed or neutered will be accepted.
- Providing the name, address and phone number of one or more responsible parties who will care for the animal if the owner is unavailable or unable to care for it.

The following person/persons has/have agreed to take responsibility for the care of my pet/assistance animal if I am unavailable or unable to care for it:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

\_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

\_\_\_\_\_

If no one is available to care for my animal, the appropriate authorities will be contacted for removal.

## **SANITARY STANDARDS**

**Outdoors:** All animal owners are required to use the designated pet areas. No animal is allowed to relieve themselves within the proximity of building entrances. Any solid waste must be disposed of appropriately and immediately by the owner and any yellowed snow must be removed.

**Indoors:** Waste from animals that use litter boxes or cages should be sealed in plastic bags and disposed of appropriately: daily (recommended) and in trash receptacles located either in public trash collection areas inside or outside the building. Animal waste, litter, bedding, etc. of any kind should **never** be disposed of in a toilet. Any animal waste excreted indoors anywhere in the building or apartment should be disposed of immediately and the soiled area cleaned immediately.

## **PET RESTRAINT**

**Noise:** Behaviors, such as barking, squawking or other noises, scratching on doors, etc., that bother other tenants or cause damage is unacceptable. Small animals and birds must be caged in the tenant's apartment.

**Control:** When an animal is taken outside an apartment, it must be kept leashed, caged or carried and be accompanied by a person who will be held responsible for controlling it. Community spaces and areas restricted by management because of tenant allergies/requests will be off limits to animals. At no time are pets allowed to run free in the common areas (halls, community rooms, etc.) of the building. No animal is to be left outside unattended.

**Damage/Injury:** The tenant is solely responsible for any all actions and activities of their animal, including damage to property and injuries to residents and/or other pets.

## **UNIT INSPECTION**

The Landlord may, after reasonable notice to the tenant and during reasonable hours, enter and inspect a tenant's dwelling unit for purposes of assessing pet issues.

Entry and inspection for animal concerns will only take place if the Landlord has received a signed, written complaint alleging (or the Landlord has grounds to believe) that the conduct or condition of an animal in the dwelling unit constitutes, under applicable State or local laws, a nuisance or a threat to the health or safety of the owner, to the animal, to occupants of the project or to other persons in the community where the project is located.

## **PET DEPOSIT**

A refundable pet deposit for cats and dogs of \$300.00 is required; a \$50.00 minimum at the time the pet is registered and minimum monthly payments of \$10.00 until the deposit is paid in full.

The Landlord may use the pet deposit to pay for reasonable expenses directly attributable to the presence of the pet in any area of the project.

The pet deposit is refunded when the tenant moves out and no pet damage is noted in the move-out inspection. The pet deposit may also be refunded if the pet dies or is no longer in residence, AND a unit inspection reveals no pet damage.

**NO PET DEPOSIT IS REQUIRED FOR ASSISTANCE ANIMALS.** Tenants must request a waiver of the pet deposit for their animal, by completing “Reasonable Accommodation” paperwork. The tenant’s need for the assistance animal must be verified by a health care professional, licensed to make such a determination.

**PET POLICY IMPLEMENTATION**

Infractions of the Pet and Assistance Animal Policy which lead to the disruption of the livability of the building, have an adverse effect on the health or safety of any person, have an adverse effect on the physical plant/property or to the impede the right of any tenant to the quiet enjoyment of the building and grounds may lead to sanctions. More specifically, pet owner failure to abide by the stipulations expressed in this Pet and Assistance Animal Policy may result in:

- A formal written warning to the resident regarding non-compliance with the terms of this policy.
- If the specified condition is not rectified within a stipulated period of time, additional action, including notice to terminate the resident’s right to maintain a pet on the property, may be required.
- Continued non-compliance with this policy may constitute grounds for the Landlord to seek termination of the resident’s lease.

**I, \_\_\_\_\_, understand that this Pet and Assistance Animal Policy is an addendum to my lease agreement and non-compliance with any terms so stated in this addendum could result in the removal of the animal or termination of my tenancy, or both.**

Tenant: \_\_\_\_\_

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

Co-Tenant/Spouse: \_\_\_\_\_

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

Landlord: \_\_\_\_\_

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



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