

## Non-Standard Rental Provisions - Animal Policy & Agreement

This Agreement is entered into by and between Boles Property Management, Inc, (BPM), and \_\_\_\_\_ (Residents), residing in the premises located at (Premises): \_\_\_\_\_.

### In consideration of their mutual promises, BPM and Resident(s) agree as follows:

The Lease covering the premises provides that no animals are permitted on or about the premises without BPM's prior written consent. Residents are hereby permitted to have only the Animal(s) described in section 3 below, **subject to the terms and conditions of this Animal Agreement.**

At the time of executing this agreement, resident shall deposit \$ \_\_\_\_\_ with BPM, as an animal security deposit (in addition to normal deposit) to cover any damages/losses to the premises as a result of the animal(s). Resident(s) shall reimburse BPM for any damages to the unit resulting from the animal immediately. If damages are not discovered until after move-out, charges shall be withheld from Resident's Deposit. If there are damages to the unit that exceed the amount of the normal security deposit, BPM may use this animal deposit to cover non-animal-related damages as well as animal-related damages. All Residents listed on the lease agreement shall be jointly and severally liable for any animal-related damages, regardless of which Resident is named as animal owner.

Resident(s) shall pay \$ \_\_\_\_\_, per month, in addition to the normal rent amount listed on the lease agreement **for the entire term of the lease, and any extensions of the lease, regardless of whether or not the Animal(s) continues to reside on the premises.**

- 1) **Animal Policies and Rules.** Resident agrees to abide by the following rules:
  - a) **Number of Animals Allowed:** The maximum number of animals allowed in a rental unit is two. There are no exceptions. This does not require BPM to allow two animals; in many instances only one animal will be allowed.
  - b) **Weight Limit:** No animal shall exceed 35 pounds in weight at any time during residency. Proof of animal weight shall be established by veterinarian records.
  - c) **Veterinarian Records:** Resident shall provide copies of all veterinarian records for the animal. These records shall be provided to BPM before this agreement is signed. The records must include proof of vaccinations, proof of spay/neuter and weight of the animal. Resident must provide copies of any new veterinarian records after this agreement is signed to ensure that all information on the animal remains current throughout residency.
  - d) **Insurance.** Resident must supply BPM with proof of insurance with a minimum limit of \$100,000 which covers Resident for any liability resulting from actions of the Animal(s). The insurance policy effective dates must cover entire term of the lease agreement. The policy must be paid in full. Resident shall not allow or cause the insurance policy to lapse while the lease is in effect. A copy of the entire insurance policy must be provided to BPM before this agreement is signed. The policy must not contain language that denies coverage for animal actions (i.e. bites).

- e) **Nuisance.** The Animal may not cause any damage to the premises, nor may the Animal cause any discomfort, annoyance, or nuisance to any other resident on the premises or any neighboring properties (i.e. barking, growling, chasing, running free, etc.). A third nuisance violation will always result in removal of the animal; in some instances a first or second nuisance violation may result in removal of the animal.
- f) **Sanitary Problems.** All animals must be housebroken. The Animal(s) may not be fed or given water on any unprotected carpets inside the dwelling unit. Animal(s) may not be allowed to urinate or defecate anywhere inside the unit other than in a receptacle designed for that purpose. Residents shall immediately remove and properly dispose of all Animal waste on the grounds. Resident shall allow the Animal to defecate/urinate ONLY in designated areas. Resident shall NOT allow Animals to deposit waste on neighboring properties or near other Residents' units.
- g) **Compliance with Laws.** Most municipalities require animals to be licensed and have proof of vaccinations. Residents agree to comply with all applicable governmental laws and regulations.
- h) **Control of Animal.** Resident shall maintain control of Animal(s) at all times. If Animal(s) is allowed outside, Animal(s) must be supervised and leashed or confined in a fenced-in area at all times. Animal(s) shall not be tied up outside. **Animal(s) must be kenneled at all times when left unsupervised.** Resident shall not allow Animal(s) into any common areas without direct supervision (i.e. leashed).
- i) **Abandonment.** Residents may not abandon the Animal, leave it for any extended period without food or water, or fail to care for it if it is sick.
- j) **Flea and Tick Control.** Resident shall use "Frontline" or comparable insect control product monthly on Animal(s). Resident shall be liable for the cost of flea infestation treatment.
- k) **Animal Hair.** Resident agrees to regularly (weekly) clean up animal hair from common areas if requested by BPM.
- l) **Cats.** Resident agrees to change litter boxes at least once a week and keep the area around the litter box clean. Resident shall double bag cat litter when transferring used litter to the trash receptacle. There must be a litter box for each cat plus one additional box.
- m) **Lawns:** Resident shall immediately repair any damage to lawn from urine/feces/digging/etc resulting from the animal. All lawn areas must be restored to pre-occupancy condition at the time of move-out. Costs of any lawn repair necessary shall be withheld from Resident's Deposit on a labor/materials basis.

**2) BPM's Remedies for Violations:**

- a) **Removal of Animal by Residents.** If, in BPM's sole judgment, any rule or provision of this Animal Agreement is violated by Residents or their guests, Residents shall immediately and permanently remove the Animal(s) from the premises upon written notice from BPM. The requirement of removal shall not relieve Resident of any liabilities regarding the lease agreement (i.e. Resident cannot abandon the lease as a result of being required to remove the Animal(s).)
- b) **Removal of Animal by BPM.** If, in BPM's sole judgment, Residents have abandoned the Animal(s), left it for any extended period without food or water, failed to care for it if it is sick, or left it unattended in violation of the rules herein, then BPM may, upon one day's prior written notice left in a conspicuous place, and in accordance with the terms of the Lease dealing with entry of the premises, enter the dwelling unit to remove the Animal(s) and turn the Animal(s) over to a humane society or local authority. BPM shall not be liable for loss, harm, sickness, or death of the Animal(s) unless due

to BPM's negligence. BPM has no lien on the Animal(s) for any purposes, but Residents shall pay for reasonable care and kenneling charges if the Animal(s) is removed in accordance with this paragraph.

- c) **Cleaning and repairs.** Residents shall be jointly and severally liable for the entire amount of all damages caused by the Animal(s); and any cleaning necessary including, but not limited to, removal of animal hair and odor. If any item cannot be satisfactorily cleaned or repaired, Residents must pay for complete replacement of such item. **If urine or other animal odor is detectable, flooring may be replaced at a cost to the Resident according to the BPM Repair/ Replacement Price List, Resident may also be liable for any additional costs associated with urine or animal odor removal.** If animal-related damages exceed the amount of the animal deposit, BPM may use the normal security deposit, in addition to the animal deposit, to cover such costs. Resident shall be liable for animal-related costs which exceed the amount of the deposit (animal and/or normal deposit).
- d) **Fines.** Resident agrees to the attached BPM Animal Fee Schedule. Any violations of this agreement may result in associated fees and/or fines according to the BPM Animal Fee Schedule. Resident agrees that these fee/fines may be withheld from the deposit (Pet and/or Normal Deposit) if not paid upon request. The associated fees/fines are subject to late fees if not paid upon request. Any fees/fine associated with Animal(s) are due within 10 days. Unpaid fees/fines are grounds for removal of Animal(s).
- e) **Carpet Cleaning:** Having an Animal(s) constitutes abnormal wear and tear to carpeted areas. Resident shall provide proof of professional carpet cleaning to BPM. Carpet cleaning shall have been completed on the final day of the lease. A receipt from carpet cleaning machine rental does not satisfy this requirement. Proof of professional carpet cleaning must be received at the time of move out. If no such proof is provided at the time of move-out, Resident agrees that carpet cleaning costs will be subtracted from Resident's deposit in the amount of: \$ \_\_\_\_\_ .
- f) **Other Remedies:** This Animal Agreement is an Addendum to the Lease Agreement between BPM and Residents. If any rule or provision of this Animal Agreement is violated, BPM shall, in addition to the foregoing, have all rights and remedies set forth in the Lease Agreement for violations thereof.

**3) Description of Animal(s):**

Residents are hereby permitted to keep only the following described Animal(s) on the Premises, subject to the terms and conditions of this Animal Agreement. **No other animal (including any offspring or "just visiting" animals) shall be permitted in or on the premises at any time.**

**Animal 1:**

Species of animal: \_\_\_\_\_  
Breed: \_\_\_\_\_ Color: \_\_\_\_\_  
Age: \_\_\_\_\_ Weight: \_\_\_\_\_  
License #: \_\_\_\_\_  
City of license: \_\_\_\_\_  
Date of last rabies shot: \_\_\_\_\_  
Name of Animal: \_\_\_\_\_  
Animal owner: \_\_\_\_\_

**Animal 2:**

Species of animal: \_\_\_\_\_  
Breed: \_\_\_\_\_ Color: \_\_\_\_\_  
Age: \_\_\_\_\_ Weight: \_\_\_\_\_  
License #: \_\_\_\_\_  
City of license: \_\_\_\_\_  
Date of last rabies shot: \_\_\_\_\_  
Name of Animal: \_\_\_\_\_  
Animal owner: \_\_\_\_\_

**4) Fees for Violations** (per occurrence unless otherwise noted):

- a) Lapse of renter's insurance (per day) \$25
- b) Non-kenned animal \$25
- c) Non-leashed animal \$25
- d) Unauthorized animal (per day) \$75
- e) Nuisance 1<sup>st</sup> \$25
- f) Nuisance 2<sup>nd</sup> \$100
- g) Failure to clean up waste (per item) \$20
- h) Failure to provide records (per day) \$25
- i) Fumigation/treatment for fleas (minimum) \$425

**\*Resident shall be notified of fees for violations via email, phone or USPS. Failure to pay violation fees may cause rent to be late as payments are applied to oldest charges first. Late rent would then be subject to late fees under the terms of the lease agreement.**

By signing below, Resident(s) agrees to the above rules and fees for violations. Resident agrees that the above fees may be withheld from Resident's Deposit.

Resident Signature	Date	Resident Signature	Date
Resident Signature	Date	Resident Signature	Date
Resident Signature	Date	BPM (As Agent for Landlord)	Date

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For office use only:

Animal policy check list:

- Deposit Paid in Full
- Renter's Insurance information:
  - Insurance company, agent and phone#: \_\_\_\_\_
  - Insurance Policy # \_\_\_\_\_
  - Policy effective dates: \_\_\_\_\_ to \_\_\_\_\_
  - Confirmation policy is paid in full
  - Received copy of policy
  - Confirmation that the policy covers the animal
- Copies of all veterinarian records for the animal:
  - **Animal 1:**
  - Current vaccination records. Dates: \_\_\_\_\_
  - Proof of spay/neuter from veterinarian copy filed
  - Record of animal weight. Dates: \_\_\_\_\_
  - **Animal 2:**
  - Current vaccination records. Dates: \_\_\_\_\_
  - Proof of spay/neuter from veterinarian copy filed
  - Record of animal weight. Dates: \_\_\_\_\_