

the Element
Lease Addendum to
APARTMENT LEASE CONTRACT
Dog Policy

This Pet Policy is an addendum to and made a part of the Apartment Lease Contract (“Lease”) for Apartment _____, dated _____ between Seventy Nine Partners, LLC, (“Owner”), and _____ **Resident”**) for the purpose of setting forth rules allowing the Resident to have and maintain a pet on the premises at ***the Element***.

Application. Resident must apply and get the permission from the Owner to keep and maintain a pet in the apartment.

Additional Fees. The Resident shall pay a non-refundable fee of **\$250.00** per approved pet and a maintenance fee of **\$25.00** per month, per dog.

Allowed Pets. Owner will allow the Resident to have as a pet in the apartment not more than two (2) dogs, subject however to the following qualifications:

1. The dog shall be a minimum of one **(1)** year of age.
2. The dog shall be no larger than forty **(40)** pounds in size.
3. The dog shall be house-trained.
4. The dog shall have all necessary vaccinations and Resident shall submit a letter from a licensed veterinarian in support.
5. The dog shall not have a vicious or dangerous disposition, nor has it previously been declared or determined to be a vicious dog, nor previously determined to constitute a nuisance or a threat under state or local law. If later determined by the Management of ***the Element*** to be a nuisance or dangerous, then Resident will be required to immediately remove the dog.
6. The following breeds of dog (full blooded or mixed) are not permitted as a pet nor permitted to be on the premises: Doberman Pinscher, Pit Bulls, Rottweiler, German Shepherd, Lhasa Apso.
7. The dog shall not be a breed or type (full blooded or mixed) with a propensity or training to be mean, aggressive or destructive.
8. Resident has not previously had a non-approved pet in the apartment or Resident's prior approved pet was ordered removed due to a violation of Owner's Pet Policy.
9. **No animal other than a dog shall be allowed as a pet.**

Insurance. The Resident shall obtain and maintain during the term of the Lease a renter's insurance policy that covers Resident's pet and provide liability coverage for any injury or damage caused by his pet.

Indemnity. Resident shall indemnify and hold harmless the Owner from any and all claims asserted against owner arising from the conduct of Resident and/or the pet, including legal fees.

Security Deposit. Owner intends to replace the carpet and possibly the other flooring upon the termination of the Lease due to a pet being kept in the Apartment. That cost will be a charge against the Security Deposit and Pet Deposit with any excess to be paid by the Resident.

Violation. A violation of these rules shall be grounds for Owner to declare a default of the Lease.

Resident Rules.

- a. Resident shall keep the pet under control at all times (inside and outside the apartment) and shall not allow the pet to be a nuisance to others or intimidate or threaten the health and safety of others at the Complex.
- b. Resident shall keep the pet on a leash and under control at all times when outside of the Apartment.
- c. Resident shall not at any time leave the pet unattended outside of the apartment.
- d. Resident shall not leave the pet unattended in the Apartment for more than sixteen (16) consecutive hours. At any time the Resident leaves the dog in the Apartment unattended, the dog shall be in a kennel.
- e. Resident shall not leave food for the pet outside the apartment (or on the patio).
- f. Resident shall not allow the pet to defecate inside the Apartment, or on the porch, or on the parking lot, or on the sidewalk, or near the entry to an apartment building or patios/porches. All defecation is to be immediately picked up and disposed of by the Resident.
- g. Resident shall keep his pet clean at all times. Pet shall receive routine care, including vaccines from a licensed veterinarian. Resident must provide Owner with an annual report as to checkup and vaccines from a licensed veterinarian.
- h. Resident shall at all times keep the pet clean and free of infestations and disease.
- i. Resident shall be liable for and pay for any damages or injury to persons or property caused by, or as a result of his pet. Pet damages can apply to floors, carpeting, walls, doors, windows, screens, moldings, furniture, landscaping, buildings, etc. and injuries to persons.
- j. Resident shall properly dispose of any and all pet droppings inside and outside of the apartment.

Resident-Dog Owner • _____ Date: _____

Owner Representative • _____ Date: _____