



Animal and/or Assistance Animals Agreement and Rules

This agreement entered into on _____ is incorporated in full in the agreement between Landlord or his/her appointed agent, TD Real Estate, L.L.C. and

_____ Tenant(s), incorporated with the Lease Agreement dated _____.

Tenant may keep common household animals and/or assistance animals (defined as a dog, cat or fish) in the household for pleasure and/or prescribed under the following rules and regulations. You may **NOT** keep rabbits, reptiles, rodents, spiders, birds or any other exotic animals at this residence or any animals not allowed by law or insurance provider.

EXCULSION: Under no circumstances is it intended that animals used to assist an individual with a disability be considered a pet.

The following must accompany this completed and signed agreement PRIOR to the animal(s) being brought on the premises for the agreement to be recognized as valid.

1. A statement signed by a licensed veterinarian or state/local authority certifying the age of the animal, that the animal has been spayed/neutered (cat & dog) and certifying that the animal has received all required inoculations including rabies.
2. A signed statement with the name, address and phone number of an individual or third party that will care for the pet if the tenant dies or is incapacitated.
3. Five Hundred Dollar Deposit (\$500.00) for each animal, not to exceed two animals.
4. **Copy of Renter's insurance policy with verification that the policy covers the pet. Policy must also list TD Real Estate, LLC as other insured.**

Landlord may refuse to allow an animal onto the premises for any of the following reasons:

1. The animal is found not to be a common household and/or assistance animal
2. Keeping the animal would violate the animal rules.
3. Animal(s) temperament may be inappropriate for the premises, or will place the tenant into circumstances that these rules cannot be followed.

Initial: _____



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The animals described and named below will occupy said premises. No additional or different animals are authorized under this agreement.

Name _____ Type/Breed: _____ Age: _____

Decription: _____

Name _____ Type/Breed: _____ Age: _____

Decription: _____

Rules

1. All Animals must be housetrained.
2. No more than two animals will occupy the unit.
3. Animals must be at least 2 years of age.
4. Animals (dogs and cats) must be spayed/neutered.
5. Cats must be litter box trained and declawed on the front paws.
6. Dogs must remain in kennel or cage when alone in the home.
7. Animals may not be left unattended inside the tenant(s)' unit for more than 24 hours.
8. Tenants are responsible for cleaning the animal waste after their animals.
9. Animal waste must be disposed of properly. Place waste in plastic bag or container and put in trash container.
10. Unaccompanied animals are not allowed in the common areas of the property.
11. Cat waste must be separated from litter once each day.
12. Cat litter boxes units must be changed at least once weekly.
13. Used litter and litter waste must be disposed of by wrapping in a heavy bag or container and depositing it in a trash receptacle. Do not flush litter down drains/toilets.
14. Noise level must be under control at all times, especially after 10 pm.
15. An animal may not disturb, annoy, or attack any person or animal.
16. Any animals left unattended after 24 hours or more or whose health is considered jeopardized by the tenant's neglect, mistreatment or inability to care for the animal(s) shall be reported to the proper authorities. Such claims will be considered an emergency and the Owner/Manager/Agent reserves the right to enter the premises to remove the animal to be given to proper authorities.
17. You may not take care of or "Babysit" strays or animals of friends, family or neighbors without **WRITTEN** consent of the Owner/Manager/Agent.
18. Notice shall be served upon tenant(s) by Manager/Agent should it be determined that the tenant has violated on ore more animal rules.

Initial: _____



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19. If the animal rule violation is not resolved in the allotted time that Manager/Agent may serve A **NOTICE OF ANIMAL REMOVAL** upon the tenant. The notice will contain:

- a. A brief factual statement of how the animal violation was determined and rule violated.
- b. A statement that the tenant must remove the animal within three (3) days of the effective date of the notice.

Failure to remove the animal may result in eviction of the tenant.

Service of the notice upon tenant(s) shall be accomplished by one of the following:

- a. Hand delivering a copy to the tenant(s) personally; or to an individual over the age of 14 at the residence.
- b. Mailing by first-class mail to the tenant(s).

20. Landlord may evict a tenant for violation of the Animal Rule's if:

- a. Tenant(s) fail to remove the animal.
- b. The tenant had failed to correct the rule violation to the Owner/Manager's satisfaction.
- c. The rule violation is severe enough to evict the tenant.

21. Tenant agrees to indemnify, defend and hold landlord harmless from any against any all claims, suits, judgements and demands brought by any other party on account of or in connection with any activity of or damage caused by the tenant(s)' animal(s).

Signature below by the tenant(s) is verification that the tenant(s) have read or been given the opportunity to read the foregoing **Animal and/or Assistance Animals Agreement and Rules**. Tenant agrees by signature, to abide by these rules. This Agreement and Rules and signature shall be attached to and will become part of the Lease Agreement.

Executed this _____ day of _____, 20_____.

Agent Signature: _____ Agent: _____
By TD Real Estate, L.L.C.

Tenant: _____ Tenant: _____

Signature: _____ Signature: _____

Tenant: _____ Tenant: _____

Signature: _____ Signature: _____

Initial: _____