

S & K Apartments Pet Agreement

THIS AGREEMENT IS ENTERED INTO ON THIS DATE OF _____ ,

BY AND BETWEEN: S & K APARTMENTS LLC, *LANDLORD*,

AND

RESIDENT(S),

RENTING THE PREMISES DESCRIBED AS:

LANDLORD AND RESIDENTS AGREE AS FOLLOWS:

A. DESCRIPTION OF PET:

THE LEASE COVERING THE PREMISES PROVIDES THAT NO PETS ARE PERMITTED ON OR ABOUT THE PREMISES WITHOUT LANDLORD'S PRIOR WRITTEN CONSENT. RESIDENTS ARE HEREBY PERMITTED TO HAVE ONLY THE FOLLOWING DESCRIBED PET, SUBJECT TO THE TERMS AND CONDITIONS OF THIS PET AGREEMENT:

NAME OF PET: _____ TYPE OF ANIMAL: _____

BREED: _____ COLOR: _____ AGE: _____ WEIGHT: _____

CITY OF LICENSE: _____ LICENSE #: _____

DATE OF LAST RABIES SHOT: _____ NAME OF PET OWNER: _____

NO OTHER ANIMAL (INCLUDING ANY OFFSPRING) SHALL BE PERMITTED BY RESIDENTS IN THE PREMISES AT ANY TIME EVEN TEMPORARILY.

B. RULES AND CONDITIONS

RESIDENTS AGREE TO ABIDE BY THE FOLLOWING RULES:

1 - **NUISANCE.** THE PET MAY NOT CAUSE ANY DAMAGE TO THE PREMISES. NOR MAY THE PET CAUSE ANY DISCOMFORT, ANNOYANCE, OR NUISANCE TO ANY OTHER RESIDENT.

2 - **SANITATION.** ALL DOGS AND CATS MUST BE HOUSEBROKEN. THE PET MAY NOT BE FED OR GIVEN WATER, OR ALLOWED TO URINATE OR DEFECATE, ON ANY UNPROTECTED CARPET INSIDE THE DWELLING UNIT. RESIDENTS SHALL IMMEDIATELY REMOVE AND PROPERLY DISPOSE OF ALL PET WASTE ON THE GROUNDS.

3 - **PROHIBITED AREAS.** THE PET SHALL NOT BE PERMITTED IN THE AREA IMMEDIATELY BEHIND ANOTHER TENANT'S APARTMENT WITHOUT PERMISSION FROM THE TENANT.

4 - **ABANDONMENT.** RESIDENTS MAY NOT ABANDON THE PET, LEAVE IT FOR ANY EXTENDED PERIOD WITHOUT FOOD OR WATER, OR FAIL TO CARE FOR IT IF IT IS SICK.

5 - **COMPLIANCE WITH LAWS.** RESIDENTS AGREE TO COMPLY WITH ALL APPLICABLE GOVERNMENTAL LAWS AND REGULATIONS.



C. LANDLORD'S REMEDIES FOR VIOLATIONS

1 - **REMOVAL OF PET BY RESIDENTS.** IF, IN LANDLORD'S SOLE JUDGMENT, ANY RULE OR PROVISION OF THIS PET AGREEMENT IS VIOLATED BY RESIDENTS OR THEIR GUESTS, RESIDENTS SHALL IMMEDIATELY AND PERMANENTLY REMOVE THE PET FROM THE PREMISES UPON WRITTEN NOTICE FROM LANDLORD.

2 - **REMOVAL OF PET BY LANDLORD.** IF, IN LANDLORD'S SOLE JUDGMENT, RESIDENTS HAVE ABANDONED THE PET, 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 LANDLORD 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 PET, AND TURN THE PET OVER TO A HUMANE SOCIETY OR LOCAL AUTHORITY. LANDLORD SHALL NOT BE LIABLE FOR LOSS, HARM, SICKNESS, OR DEATH OF THE PET UNLESS DUE TO LANDLORD'S NEGLIGENCE. LANDLORD HAS NO LIEN ON THE PET FOR ANY PURPOSES, BUT RESIDENTS SHALL PAY FOR REASONABLE CARE AND KENNELING CHARGES IF THE PET IS REMOVED IN ACCORDANCE WITH THIS PARAGRAPH.

3 - **CLEANING AND REPAIRS.** RESIDENTS SHALL BE JOINTLY AND SEVERALLY LIABLE FOR THE ENTIRE AMOUNT OF ALL DAMAGES CAUSED BY THE PET. IF ANY ITEM CANNOT BE SATISFACTORILY CLEANED OR REPAIRED, RESIDENTS MUST PAY FOR THE COMPLETE REPLACEMENT OF SUCH ITEM.

4 - **INJURIES.** RESIDENTS SHALL BE STRICTLY LIABLE FOR THE ENTIRE AMOUNT OF ANY INJURY TO ANY PERSON OR PROPERTY CAUSED BY THE PET, AND SHALL INDEMNIFY LANDLORD FOR ALL COSTS OF LITIGATION AND ATTORNEY'S FEES RESULTING FROM SAME.

5 - **MOVE-OUT.** AFTER RESIDENTS VACATE THE PREMISES, THEY SHALL REIMBURSE LANDLORD FOR THE COST OF DE-FLEAING, DEODORIZING, AND SHAMPOOING NECESSARY TO PROTECT FUTURE RESIDENTS FROM POSSIBLE HEALTH HAZARDS.

6 - **OTHER.** THIS PET AGREEMENT IS AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN LANDLORD AND RESIDENTS. IF ANY RULE OR PROVISION OF THIS PET AGREEMENT IS VIOLATED, LANDLORD SHALL IN ADDITION TO THE FOREGOING, HAVE ALL RIGHTS AND REMEDIES SET FORTH IN THE LEASE AGREEMENT FOR VIOLATIONS THEREOF, INCLUDING BUT NOT LIMITED TO EVICTION, DAMAGES, COSTS AND ATTORNEY'S FEES.

TENANT: _____ DATE: _____

TENANT: _____ DATE: _____

LANDLORD: _____ DATE: _____

SIGNATURE BELOW ACKNOWLEDGES THE RECEIPT OF THREE HUNDRED DOLLARS (\$300.00) AS COLLATERAL SECURITY. FROM THIS AMOUNT A NON-REFUNDABLE FEE WILL BE DEDUCTED TO COVER DISINFECTION AND DEODORIZING (\$100). THE SECURITY DEPOSIT MAY BE APPLIED TOWARD ANY OTHER EXPENSES INCURRED BY THE LANDLORD BECAUSE OF A VIOLATION BY THE TENANT OF THIS PET AGREEMENT OR OF THE LEASE AGREEMENT WITH THE REMAINDER (IF ANY) TO BE REFUNDED TO THE TENANT UPON EXPIRATION OF THE TENANCY.

LANDLORD SIGNATURE

DATE