

# FHIHN Pet Addendum

This Pet Addendum dated \_\_\_\_\_, is attached to and made a part of the Lease dated \_\_\_\_\_ by and between \_\_\_\_\_, Owner and \_\_\_\_\_ (resident(s)) for apartment number \_\_\_\_\_ In \_\_\_\_\_ Apartments is hereby amended with the addition of this Addendum. Unless terminated or modified as provided herein, this Addendum shall remain in force throughout the term of the Lease.

The following Pet Ownership Policy Guidelines have been established in accordance with Section 227 of the Housing and Urban-Rural Recovery Act of 1983. Continued occupancy in this property is contingent on meeting the following provisions:

## ***THE PET POLICY FOR THIS PROPERTY IS AS FOLLOWS:***

Notwithstanding anything herein, the following terms and conditions do not apply to Service Animals, Assistance Animals, or Emotional Support Animals that qualify as one of the foregoing (collectively, "Excluded Animals"). If a resident has questions about whether an animal is an Excluded Animal, please contact [\_\_\_\_\_]. If the accommodation which the Excluded Animal provides is not readily apparent, additional or supporting documentation may be requested in compliance with applicable laws. Residents may be required to comply with one or more of the reasonable limitations below with respect to such Excluded Animal, but only to the extent permitted by applicable law. In no event will an Excluded Animal be subject to a deposit or other fee unless the same causes damage to persons or property.

Pets may be allowed with written permission from management but only under the terms of the Lease and Pet Addendum.

- 1) **REGISTRATION:** All animals must be registered with the property prior to coming onto the premises. The following documents must be kept in the Resident(s) file:
  - a) A certification of inoculation for rabies, parvo virus, distemper, and FVRCP as appropriate for the breed signed by a State or local authority or licensed Veterinarian.
  - b) The name, address, and phone number of one or more responsible parties who will care for the animal if the Owner(s) dies, is/are incapacitated, or is/are otherwise unable to care for the animal.
  
- 2) **LIMITATIONS:** Animals are limited to common household pets which are defined as: a domesticated animal such as a dog, cat, small bird, rodent, fish, reptile, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes.



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- a) Each apartment will be limited to two (2) pets. In the event the pets should produce offspring, each resident will be responsible for maintaining compliance with this limitation.
- b) One aquarium with multiple fish counts as one pet. All other species, caged or uncaged, count individually as a single pet.
- c) Birds and rodents must be kept in a cage.
- d) Birds of Prey are not permitted.



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- e) Female cats and dogs over six months of age must be spayed. Male cats and dogs over eight month's age must be neutered. If the animal's age, health, or other physical circumstances make the neutering/spaying procedure potentially hazardous to the animal's health, then written verification from a licensed Veterinarian of the animal's physical condition must be provided prior to registration.
  - f) Aquariums will be limited to a total tank capacity of 30 gallons.
- 3) RESTRICTIONS: All Pet Owners and/or prospective Pet Owners will be required to adhere to the following policies:
- a) Animals (except service animals, as defined by applicable law) will at all times be restricted from common area(s) except when entering and exiting the building.
  - b) Pet Owner(s) are required to clean up after their animals at all times. This includes, but not limited to, clean up of the designated exercise and common area(s).
  - c) Unattended animals will not be allowed outside the apartment at any time. The Owner(s) must have their animal under physical control (on leash not to exceed 36" in length, caged, or physically held) during all times that the animal is outside the apartment.
  - d) Animals may not be left unattended in an apartment for more than a 24-hour period. Dogs and cats will be required to be boarded off the premises when the Owner(s) is/are absent for an extended period.
  - e) Animals may be attended to in the pet owner's apartment by other individuals only when prior written approval has been given by Management. Management will not accept responsibility for providing access to the Owner's apartment for this purpose.
  - f) Animals found unattended in excess of the 24 hour period will be removed from the premises to either the documented alternative guardian listed in the animal's registration or, at the Pet Owner's expense, a local boarding facility if the alternative guardian cannot assume immediate responsibility for the animal.
  - g) Animals are not permitted to be "penned" or "caged" on balconies or patios (if applicable) during the night or while the Owner(s) is/are away from the apartment. No screening, fencing, etc., may be added to any balcony/patio area. Animals may not be leashed or tied to any interior or exterior building fixture at any time.
  - h) Animals must be restrained from making noise that would disturb other residents.



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- i) No animal that bites, attacks, or demonstrates other aggressive behavior towards humans may be kept on the premises.
  - j) Should an animal become a nuisance or threat to the health or safety to other persons, Management may require the animal to be removed from the premises.
  - k) An animal not belonging to the tenant (i.e. a pet belonging to a friend or family member) may not be kept on the premises for more than 14 cumulative calendar days per year. If over 14 days, the animal must be registered and documented on the lease.
- 4) PET POLICY VIOLATIONS: Complaints to the management concerning pets will be handled as follows:
- a. The first complaint will result in a friendly reminder letter to the pet owner including a description of the issues and/or lease violations with an opportunity to resolve the issues.
  - b. The *Notice of Second Pet Complaint* will result in a written warning notice to the pet owner. This notice will provide the pet owner with the opportunity to discuss the alleged pet rule violation(s), comply with the pet rules or remove the pet.
  - c. Further complaints may result a *Notice of Pet Removal*, or termination of the pet owner's Lease.
- 5) COURTESY: Management recognizes that animals can be therapeutic for those who enjoy, own, and care for them. However, animals can be threatening to others who, for whatever reasons, are fearful of or allergic to animals. Please exercise common courtesy to residents and staff in managing your animal. Owners are at all times expected to have due regard for peace, comfort, and enjoyment of the other residents.
- 6) INSPECTIONS: Management is given permission to enter the Owner's apartment for the purposes of inspection if a complaint is received by management or if management feels the conduct or condition of the animal or Owner(s) warrants same. Inspections will be made during reasonable hours after proper notice has been given to Owner(s). In an emergency situation, entry can be made immediately, with Notice to be given to Owner(s) after such entry, stating the reasons for such entry.
- 7) MAINTENANCE: Maintenance personnel will not enter any apartment of an Owner(s) to perform maintenance repairs unless the Owner(s) or other resident is/are present and places the animal under control while maintenance personnel are in the apartment.
- 8) POLICY CHANGES: Management reserves the right to alter or amend any of the above stated policies. In the event of a Pet Policy change, Management will provide thirty (30) days

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notice to all residents of the proposed change(s).

- 9) A violation of these rules may be grounds for removal of the pet or termination of the tenant's (pet owner's) tenancy (or both), in accordance with the provisions of 24 CFR Part 5 and applicable regulations and State and local law.



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The regulations include 24 CFR Part 5 (Evictions From Certain Subsidized and HUD-Owned projects). If there is no State or local authority (or designated agent of such an authority) authorized under applicable State or local law to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, the LANDLORD may enter the premises (if necessary), remove the pet, and take such action with respect to the pet as may be permissible under State and local law, which may include placing it in a facility that will provide care and shelter for a period not to exceed 30 days. The LANDLORD shall enter the premises and remove the pet or take such other permissible action only if the LANDLORD requests the TENANT (pet owner) to remove the pet from the project Immediately, and the TENANT (pet owner) refuses to do so, or if the LANDLORD is unable to contact the TENANT (pet owner) to make a removal request. The cost of the animal care facility shall be paid as provided in 24 CFR Part 5.”

10) FEE: Management requires a fee from all Pet Owners. A Pet Fee of \$50 per pet will be made at lease signing or at the time of pet registration. This fee shall be in addition to the Security Deposit required at move-in and shall be used to pay for damages and/or fumigation costs caused by your pet to your apartment, common areas or animal care facilities if required. The pet fee may not exceed \$50 per pet. The pet fee may be paid prior to lease signing.

11) Applicable Law: It is the intention of the parties that the terms of this Addendum comply with all applicable laws, rules, and regulations (“Laws”). If any term herein is deemed to be in violation of any Laws, the parties agree the Addendum shall be automatically modified to the minimum extent necessary to comply with applicable Laws.

The undersigned Resident(s) state(s) that he/she has read, understands, and agrees to comply with the above.

## **SIGNATURES**

### **RESIDENT(S)**

I. \_\_\_\_\_

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2. \_\_\_\_\_ Date Signed \_\_\_\_\_  
\_\_\_\_\_ Date Signed \_\_\_\_\_

## MANAGEMENT

BY: \_\_\_\_\_ Date Signed \_\_\_\_\_



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## PET APPLICATION & IDENTIFICATION

Pet Owner(s)

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Address


Telephone # - HOME

Work

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Breed

Sex

Age

Name

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Size when mature: Height

Weight

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Color

Markings

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License #

Tag Information

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Veterinarian Name

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Phone #/Address


\_\_\_\_ Proof of Spaying or Neutering

\_\_\_\_ Proof of Inoculations





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Type of caged animal:

Bird Breed \_\_\_\_\_.

Guinea Pig       Gerbil

Rabbit             Turtle

Photograph Attached?    Y    or    N

\_\_\_\_\_

\_\_\_\_\_

Pet Owner's Signature

Date

## ***ALTERNATE PET CARETAKER (Required)***

Caretaker's Name & Address

Relationship to Owner:


Telephone # - HOME

Work

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The Pet / Assistive Animal Owner(s) must inform Management immediately of any changes in the alternate caretaker's names, address, or telephone numbers. Management will not be responsible for providing your animal's caretaker access to the apartment in the absence of the Owner(s).

\_\_\_\_\_

\_\_\_\_\_

Pet Owner's Signature

Date



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Property Management Documentation: For Internal Use Only

\_\_\_\_ Friendly Reminder Given

Date of friendly reminder: \_\_\_\_\_

Details:

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\_\_\_\_ Notice of Second Pet Complaint Given

Date of notice: \_\_\_\_\_

\_\_\_\_ Notice of Pet Removal Given

Date of notice: \_\_\_\_\_

