

1. Animal Addendum

1.1 ANIMAL ADDENDUM

THIS AGREEMENT is attached to and made a part of the Residential Lease Agreement dated, <<Lease Start Date>> by and between <<Tenants (Financially Responsible)>> ("Lessee") and RentWise Property Management ("Lessor"), for the Property located at: <<Unit Address>>

If the TENANTS have an animal, a Pet Application, an Emotional Support Animal Application, or a Service Animal Application must be submitted and approved before the animal is allowed on the Premises. If a Resident's guest, visitor, or anyone else wishes to bring an animal onto the Premises, an Animal Visit Application must be completed and approved. **These applications can be completed at OurPetPolicy.com.**

The permission granted in this Animal Addendum shall be limited to a certain pet named and described as follows:

<<Pet Information>>

The tenant(s) desire to keep a certain pet or assistance animal described above on the Property and the Residential Lease Agreement specifically prohibits allowing pets on the Property. The Residential Lease Agreement is hereby amended by this Animal Addendum to grant such permission to the Tenant(s). In exchange for this permission, the Tenant agrees as follows:

1.2 PET FEES

The following fees apply to pets:

- \$300.00 non-refundable pet fee per pet
- \$25.00 pet rent per month per pet

1.3 PET RESTRICTIONS

1. A maximum of 2 pets per rental unit are allowed
2. The below small animals are allowed without a fee but must be kept in a secure, waterproof cage (maximum of 2) and are not allowed on the carpet: lizards (less than 12" head to tail) and fish (less than 5-gallon aquarium). Fish and lizards can not be of dangerous or poisonous types.
3. Restricted Breeds- No dogs of the following breeds or a mix of any of the following breeds are permitted: Pit bulls, Rottweilers, Presa Canario, German Shepherds, Huskies, Malamutes, Dobermans, Chowchows, St Bernard, Great Danes, Akitas, Staffordshire Terriers, Bull Dogs, Karelian Bear Dog, Dingo's, wolves, and any hybrid or mixed breed of one of the aforementioned breeds. Additionally, no poisonous or exotic animals, such as tarantulas, piranhas, snakes, iguanas, ferrets, skunks, Raccoons, rats, or squirrels shall be allowed in or on the Premises.

1.4 SPECIFIC ANIMAL RULES:

1. The animal must wear the appropriate local rabies tag and a tag bearing the owner's name and phone number. All licenses and tags must be kept current. Residents are to abide by all local, city, or state ordinances, licensing, and health requirements regarding animal(s), including vaccination and other concerns.
2. Animals will not be chained or tied in any way to the exterior of the building. Residents agree not to attach, tie or restrain animal(s) to trees, banisters, poles, ground stakes, automobiles, or install dog runs or kennels without written pre-approval from the landlord. A fine of \$100 will be assessed for this violation.
3. In apartments, Animals will not be allowed out of the unit except when on a leash or when being carried by Residents. A fine of \$100 will be assessed for all off-leash animals. We or our representative may pick up unleashed animals and/or report them to the proper authorities.
4. Residents are responsible to clean up animal waste and dispose of it immediately. Animal owners are expected to carry scoopers/trash bags when walking their animal(s) in the community. Solid waste should be picked up daily in fenced private backyards. Tenant agrees to keep the yard cleaned up after the animal(s), disposing of the waste promptly and properly. A clean-up fee will be charged if Tenant does not clean up in a timely manner. For indoor animals, the same applies.
5. Any Litter Box is to be a waterproof container and NOT placed directly on the carpet. It is to be changed regularly so as not to create odor. It is to be bagged and disposed of in an outdoor trash can (it is not to be flushed down the toilet).
6. Animals will not be allowed to make excessive noise or engage in threatening conduct that might disturb neighbors. The tenant agrees to do whatever is necessary to keep the animal(s) from making noise that would cause annoyance to others and take steps to

- immediately remedy complaints by neighbors.
7. Residents will immediately notify the landlord of any personal injury or property damage caused by the animal(s).
 8. Any damage attributed to the animal(s) will be paid for promptly by Residents.
 9. Any additional animals or any change to any of the animals will require a new application.
 10. The Resident is responsible for any damage that the animals cause to the lawns and landscaping areas including pee burns, grass killed by high traffic of animals, landscaping plants that die from excess nitrogen (getting urinated on too much), etc.
 11. Tenant is responsible for odors including but not limited to urine or dander and cleanup of animal-related issues, including but not limited to owner applying enzyme treatments at move out or sealant of flooring as Landlord determines necessary.
 12. A minimum fee of \$250 may be assessed for flea/parasite spraying in the Leased Premises that have contained an animal.
 13. Extended animal visitations are limited to Service Animals only that are approved beforehand through the Animal Visitation Application or by notifying management in writing of the visitation.
 14. Animals must be restrained or removed from the property to allow for Landlord's agents or vendors to enter the property for everyone's safety. Failure to do so will result in a \$50 lease violation. Failure to restrain animals to allow for an inspection a 2nd time may result in animals requiring to be removed from the lease and rental agreement as well as lease termination and all applicable costs.
 15. Landlord will keep a copy of the animal breed, size, age, sex, neuter/spayed, pictures, and name of each animal.
 16. Tenant(s) with pets: agree to allow Landlord to do biannual periodic inspections of the yard and house at a cost of \$25 per inspection. If damage is found, the tenant will immediately remove the animal and immediately pay all costs associated with damage caused by the animal(s).
 17. Other than any animals(s) that are approved by the Landlord and photos provided by the Tenant, no other animals of any kind are permitted at the House, including pet sitting for any type of animal without the permission of the Landlord.
 18. Unauthorized animals or changing animals without prior written authorization from the Landlord will result in a fee of \$100 per month retroactive to the beginning of the lease. No animal breeding is permitted at the property.
 19. Reasonable changes to the animal rules can be made from time to time as needed if we distribute a written copy of those changes.

1.5 VIOLATIONS OF CONTRACT

If the Residents, Residents' guests, or any other occupants violate any part of this Addendum (based upon the Landlord's judgment), upon written notice must permanently remove the animal from the Leased Premises within the time stated in the written notice or it will be considered a material breach of the Lease. Remedies for said breach are set forth in the Lease and will be used to the full extent allowed by law.

1.6 ANIMAL DEFINITIONS

- **Service Animal** - dogs that are individually trained to do work or perform tasks for people with disabilities.
- **Emotional Support Animal (ESA)** - an animal that provides therapeutic emotional support for individuals with disabilities. Also known as assistance animals or support animals.
- **Pet** - any animal that is not a Service Animal or Emotional Support Animal.

1.7 ADDING AN ANIMAL TO THE POLICY

If the Residents, Residents' guests, or any other occupants wish to bring a pet onto the Leased Premises, an application must be submitted and an approval letter issued BEFORE any animal is allowed on the Leased Premises. Any unauthorized animals without prior written authorization from the Landlord will result in a fee of \$100 per month retroactive to the beginning of the lease.

An application to add an animal can be filled out at any time during the life of the Lease at OurPetPolicy.com. These application categories are for:

- Adding a Pet,
- Adding a Service Animal,
- Adding an Emotional Support Animal,
- Animal Visit Application.

By adding a Service or Emotional Support Animal, the Residents acknowledge the Landlord has waived any fees related to the Service or Emotional Support Animal. However, the Residents acknowledge further that the Residents are responsible for all damages caused to the Leased Premises by said Service or Emotional Support Animal and are still subject to the Landlord's rules, regulations, and policies regarding the care and treatment of pets on the Leased Premises as outlined in the next section regarding liability for damages, injuries, cleaning, etc. A written statement may be required from a qualified professional verifying the need for an assistance animal.

The Residents acknowledge that according to Idaho Law (18-5811A) the unlawful use of a service or assistance animal or any related documents may result in a misdemeanor (up to 6 months in jail and \$1,000 fine).

When adding any animal, the following will be required BEFORE an approval can be made:

- Vet Records indicating rabies, parasitic, and other vaccines have been administered;
- Animal Info and Behavior form
- Copy of ESA letter/form from a licensed Mental Health Professional (ESA only)
- Documentation establishing the Service Animal as such (Service Animal only)

- Copy of the animal's City Licensing

1.8 LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC

The Residents will be responsible for ALL costs in rectifying damages caused by any animal, including any Service Animal and Emotional Support Animal, allowed onto the Leased Premises by the Residents, Residents' guests, or any other occupants. These include but are not limited to: cleaning, defleaing, deodorizing, painting, and repairing the Leased Premises. This applies to all parts of the interior and exterior of the Leased Premises which include, but are not limited to; carpets, walls, cabinets, doors, windows, blinds, screens, flooring, trim, furniture, appliances, landscaping, electrical, HVAC, and any other outside improvements. If the items cannot be cleaned or repaired to a satisfactory state, the Residents will pay to have them completely replaced. Payment for all repairs, cleaning, etc. will be due immediately upon demand. The Residents are strictly responsible for ALL costs, reparations, and legal fees for any injury or damage caused to a person or their property. Accordingly, the Residents hereby indemnify the Landlord for any and all claims, liabilities, or losses incurred, directly or indirectly, in connection with the animal, Service Animal, or Emotional Support Animal.

1.9 ANIMAL COMPLAINTS

The Residents must immediately and permanently remove any animal from the Leased Premises if there is a reasonable complaint against the animal. These complaints may include but are not limited to noise disturbance, waste management, aggressive behavior, or odor. We reserve the right, in our sole discretion, to determine whether the animal has disturbed Residents or other neighbors. The Landlord shall handle all such complaints in compliance with State and Federal law.

1.10 REMOVAL OF AN ANIMAL

In some circumstances, we may enter the dwelling unit and remove the animal within 24 hours after leaving a written notice in a conspicuous place. Causes for Removal - *We can remove an animal under this paragraph if, in our sole judgment, you have:*

1. abandoned the animal;
2. left the animal in the dwelling unit for an extended period without reasonable care; OR,
3. failed to care for a sick animal

Removal Process

To remove an animal, we must follow the procedures in the Lease Contract, and we may turn the animal over to a humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within five days after we remove it, it will be considered abandoned.

X _____

Date Signed