**Assistance (Service/Support) Animal Agreement**

**Request for Reasonable Accommodation**

Resident(s):

Owner/Agent: Leased Premises: Unit #:

This Assistance Animal Agreement is incorporated into the Lease/Rental Agreement for the above-referenced Premises.

Resident agrees to abide by the following reasonable rules of conduct for the assistance animal:

1. Resident shall maintain control of animal at all times and represents that animal will not cause any damage, discomfort, annoyance, nuisance or in any way to inconvenience, or cause complaints, from any other resident, guest, neighbor or employee. The Resident is responsible for his/her assistance animal. If an animal becomes unruly, disturbs the peace and quiet enjoyment of other residents through nuisance, excessive noise including barking, whining, or exhibits behavior that poses a threat to the health and safety of other residents or animals (such as aggressive barking, growling, lunging, attacking or attempting to attack), Resident may be asked to remove animal from Premises as outlined below.

2. Resident is responsible for cleaning up after assistance animal and promptly and properly disposing of all animal waste, both inside and outside of the dwelling unit. Resident must provide and maintain an appropriate litter box, if applicable. Use of the common area grounds or amenities or the floors, balconies, patios of the Premises for animal waste elimination is prohibited.

3. Resident must keep the animal leashed or harnessed (or in a carrier) and under complete control of a responsible person at all times when outside the unit.

4. Resident agrees no animals will be left alone, or tied, chained or placed outside of the unit, including but not limited to patio and balcony areas.

5. Resident shall be liable to Owner/Agent for all damages or expenses incurred by Owner/Agent in connection with animal, including but not limited to damage above ordinary wear and tear to the Premises, common area grounds or amenities caused by animal. Resident may not leave animal food or water outside the unit and must maintain food and water inside the unit in such a way that it does not attract pests.

6. Resident must control fleas and ticks by use of appropriate flea/tick control products. Resident will be financially responsible for any flea or other insect infestation that affects his/her own or adjacent units as a result of his/her animal.

7. In the event that Owner/Agent, contractor, vendor or maintenance personnel need access to the unit, the animal will be confined or removed from the unit during such period.

8. Assistance animal offspring are not permitted and Resident will not breed the animal or otherwise allow the animal to produce offspring.

9. While assistance animals are not pets, animal must have all vaccinations and licensing required by law and Resident must provide proof of vaccinations and licensing to Owner/Agent.

10. Assistance animals that appear to be poorly cared for or abused will be reported to the appropriate authority for possible removal at the Resident’s expense.

11. If an animal disturbs the peace and quiet enjoyment of other residents through nuisance or if Resident is not complying with Resident’s obligations under this Agreement, Resident will be given an opportunity to cure the problem. If the problem is not cured, Resident will be required to remove the animal from the Premises. If an animal’s behavior poses a threat to the health and safety of other Residents, Guest, Employees or animals at the property, the animal will be required to be removed. If it becomes necessary to require removal of an animal, alternative accommodations will be considered.

12. No assistance animal will be allowed in the Premises unless an Assistance Animal Agreement is completed. Resident may not bring additional assistance animals into the Premises that have not been approved or add assistance animals without prior written request, verification, approval and documentation.

13. Resident agrees to indemnify, defend, and Hold Landlord and Property Owner harmless from and against any and all claims, actions, suits, judgments, and demands brought by any other party on account of or in connection and any activity of or damage caused by the Resident’s Assistance Animal. Resident assumes sole responsibility for liability arising from any injury sustained by any person attributable to their animal and agrees to hold Landlord and Property Owner harmless in such proceedings.

1. In the event of the Resident’s sudden illness, the Resident agrees that management shall have

discretion with respect to the provision of care to the animal consistent with federal guidelines and at the expense of the Resident unless written instructions with respect to such area are provided in advance by the resident to the management office and all care shall be at the resident’s expense.

In case of an emergency, your animal will be taken care of by: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ If such a person is also a resident of the property, the provisions of this Agreement shall continue in effect and shall be deemed to apply to the keeping of your animal by a paid attendant.

1. In the event of the death of the Resident, the Resident agrees that management shall have

discretion to release the animal to the emergency contact listed on the rental application.

1. Unwillingness on the part of the emergency contact or named caretakers of an animal to

assume custody and control of the animal shall relieve management of any requirements to adhere to any written instructions with respect to the care or disposal of an animal and shall be considered as authorization to management to exercise discretion in such regard consistent with any state or local guidelines.

1. Under no circumstances (management’s entry into the unit with notification or in an emergency

situation without notification) will management be liable for the escape of any animal from the unit.

1. You acknowledge that no other oral or written agreement or understanding exist regarding this

Addendum, your service/support animal except for written changes with 30-days notice.

By signing below, Resident(s) acknowledges and confirms that he/she has received, reviewed and understands this Agreement.

This Agreement may be executed in counterparts and facsimile copies of same shall be admissible for all purposes and shall be deemed an original.

Resident(s) Signatures:

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Owner/Agent Signature:

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