

Sample Pet Addendum to a Rental Agreement

This pet addendum is an amendment to the lease dated _____

between _____ and _____
(RESIDENT) (RENTAL MANAGER)

covering the premises known as _____
(ADDRESS) (APARTMENT #)

(CITY) (STATE) (ZIP CODE)

1. Resident has read, understands, and agrees to abide by all applicable house policies pertaining to pets.
2. Resident has completed a Pet Application Form and has been granted permission by the (board of directors, managing agent, resident manager, etc.) to keep the pet(s) specified under the following terms and conditions:
 - a. That the pet will be allowed out of the pet owner's unit or yard only under the complete control of a responsible human companion and on a hand-held leash or in a pet carrier.
 - b. That any damage to the exterior or interior of the premises, grounds, flooring, walls, trim, finish, tiles, carpeting, or any stains, etc., caused by the pet will be the full financial responsibility of the resident and that resident agrees to pay all costs involved in the restoration to its original condition. If because of any such stains, etc., said damage is such that it cannot be removed, then resident hereby agrees to pay the full expense of replacement.
 - c. That the resident will provide adequate and regular veterinary care, as well as ample food and water, and will not leave pet unattended for any undue length of time. Resident will diligently maintain cleanliness of litter boxes as well as pet sleeping and feeding areas. Resident will prevent pets from engaging in behaviors or creating excessive noise at a level that disturbs neighbors, including, but not limited to, barking, jumping, and running.
 - d. That, if there is reasonable cause to believe an emergency situation exists with respect to the pet, and if efforts to contact the resident and emergency caretaker are unsuccessful, the rental manager or the rental manager's agents may contact the local animal control authority and assist its staff in entering the resident's apartment. Examples of an emergency situation include suspected abuse, abandonment, fire or other disaster, or any prolonged disturbance. If it becomes necessary for the pet to be boarded, any and all costs incurred will be the sole responsibility of the resident.
 - e. That the resident agrees to indemnify, hold harmless, and defend rental manager or rental manager's agents against all liability, judgments, expenses (including attorney's fees), or claims

by third parties for any injury to any person or damage to property of any kind whatsoever caused by the resident's pet(s).

f. That if a dispute arises out of this contract that cannot be settled through negotiation, the rental manager and resident agree first to try in good faith to settle the dispute by mediation administered either by a local mediator or by the American Arbitration Association under its commercial mediation rules. If the parties cannot agree on which agency shall administer the mediation, the _____'s (rental manager or resident) choice shall govern.

PRINT RESIDENT'S NAME

RESIDENT'S SIGNATURE

DATE

PRINT RENTAL MANAGER'S OR PROPERTY OWNER'S NAME

RENTAL MANAGER'S OR PROPERTY OWNER'S SIGNATURE

DATE

Note: When enacting regulations, an association and/or the association's attorneys should always carefully examine the building's declarations and bylaws to confirm that the proposed rules are consistent with existing documents.

Adapted with permission from materials originally produced by the Hawaiian Humane Society.

Information from The Humane Society of the United States: www.humanesociety.org