Pet Addendum

(Becomes part of the Lease Agreement)

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entered into between Grande Vista Village, LLC ("Landlor	d") and	
	_("Resident), dated the	_ day of
, 20 for Unit		-

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PLEASE NOTE: Pets are a serious responsibility and risk for each resident in the dwelling. If not properly controlled and cared for, pets can disturb the right of others, cause personal injury or damages for which the residents may be held liable.

- 1. Conditional Authorization for the keeping of a pet. Landlord has granted to the Resident a conditional authorization to keep the pet which is described below, and no other pets, on the premise for the above dwelling unit for the term of the Lease, subject to the terms and conditions of this Pet Addendum. Resident acknowledges that in the event they violate the terms and conditions of the authorization set forth herein that Landlord, without any additional notice to Resident, may require that Resident remove the pet from the property immediately. If said pet is not removed within twenty-four (24) hours or such a longer period of time as determined by Landlord, not to exceed seventy-two (72) hours, that the Resident shall be in default of its Lease with Landlord and Landlord shall have the right to evict both the Resident and pet.
- 2. **Pet which are not acceptable.** The parties acknowledge that there shall be no pets allowed which are of a type of breed which is deemed aggressive in the sole discretion of the Landlord. Examples of these breeds would be Rottweilers, Pit Bulls, Akitas, Doberman Pinchers, and German Shepherds. The aforesaid is a list for illustration purposes and should <u>not</u> be deemed an exclusive list, and Landlord reserves the right to refuse any pet in its sole discretion. It is further agreed to and acknowledged that upon notice to Landlord of any aggressive act by Resident's pet, Landlord shall have the right to give notice to Resident and said pet shall be removed from the premises within twenty-four (24) hours.
- 3. **Non-refundable pet fee.** Resident agrees to pay a \$300.00 Non-refundable pet fee to Landlord for the privilege of having a pet on property. This 300.00 fee will not be added to or applied to Resident's security deposit, nor will it be applied to any damages, fines, fees or any other costs incurred from the pet.
- 4. **Vaccinations.** Resident shall be required to present Landlord with evidence on an annual basis that the pet is licensed, if appropriate, and has received all appropriate shots, non-presentation will result in removal of the pet.

5.	Description of pet . Only the following described pet is authorized to be kept in
	Resident's dwelling unit. No substitutions are allowed. No other pet shall be
	permitted on the Premises by Resident or Resident's guests or occupants. The
	prohibition includes reptiles, rodents, and insects.

- 6. **Pet rules.** Residents are responsible for the actions of the pet at all times. Residents agree to abide by the following rules
 - a) Prior to pet entering Resident's dwelling Resident shall provide to Landlord a DNA collection kit for each dog on the Property. Resident shall use the kit to cheek swab its dog in the presence of the Landlord's agent and provide the collected material to the Landlord's agent. Landlord's agent shall provide the materials to its dog registration company. The Resident shall affix the tag in the collection kit to the dog's collar to identify the dog as registered into the World Pet Registry and shall not allow the tag to be transferred to any other dog.
 - b) In the event fecal matter from Lessee's dog is found on the Property, Resident agrees to be responsible for all testing and collection fees and costs incurred by the Landlord and shall pay a fine of \$250.00 within fourteen (14) days of being notified in writing by the Landlord or its agent that Resident's dog's feces has been located on the Property.
 - c) Resident and Landlord shall be provided with the results of DNA testing in writing.
 - d) Resident hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or causes of actions, including reasonable attorneys' fees, brought by any person or entity against the Landlord arising out of the registration, collection or testing of the Resident's dog.
 - e) Resident agrees that a pet will not disturb the rights, comforts and conveniences of neighbors or other residents' dwelling.
 - f) Dogs and cats must be housebroken. All other pets must be caged at all times. No pet offspring are allowed.
 - g) Resident must use designated area(s) for pet defecation and urination outside of the dwelling unit and are required to clean up after their pet.
 - h) Pets shall not be tied to any fixed object outside the dwelling unit, including patio areas, walkways, stairs, stairwells, parking lots, grassy areas, or any other part of Landlord's property.
 - i) Residents shall not permit pets in swimming pool areas, laundry rooms, offices, club rooms, other recreational facilities, and other dwelling units (if any).
 - j) Residents' pet must be fed and watered inside the dwelling unit; and pet food or water may not be left outside the dwelling unit area at any time.
 - k) Pets may not be left on patio or balcony unattended.
 - l) Pets shall be kept on a leash and under Resident's supervision when outside the dwelling. Landlord or Landlord's representative shall have the right to pick up

- unleashed pets and/or report them to the proper authorities. Landlord shall impose reasonable charges for picking up and/or keeping unleashed pets.
- m) If pet defecation is permitted inside the Leased Premises or on patio areas, it shall be done in litter boxes with "kitty litter" type mix. If pet defecation occurs anywhere on Landlord's property, Resident shall be responsible for the immediate removal of waste and repair of damage. Notwithstanding any provision herein, Residents shall comply with local ordinances regarding pet defecation.
- Resident must maintain current inoculations of pets as defined by the Columbus Department of Health. Records must be made available upon request of the management.
- o) There is a 2 pet maximum per unit.
- 7. **Additional Rules**. Landlord shall from time to time have the right to make reasonable changes and additions to the above pet rules, if in writing and distributed to Residents.
- 8. **Violation of rules**. If any rules or provision of this Pet Addendum is violated by Resident or Residents' guests or occupants, Resident shall immediately and permanently remove the pet from the premises upon written notice from owner or Landlord's' representative, and Landlord shall have all other rights and remedies set forth in paragraph XVIII of the CAA/CBA Standardized Lease Agreement, including damages, evictions, and/or attorney fees.
- 9. **Complaints about the pet.** Residents agree to immediately and permanently remove the pet from the premises if the Landlord or Landlord's' representatives receive reasonable complaints from the neighbors or other residents or if Landlord, in the sole discretion of the Landlord or Landlord's representative determines that the pet has disturbed the rights, comforts, or conveniences of neighbors or other residents.
- 10. Liability for damages, cleaning, ect. Residents shall be jointly and severally liable for the entire amount of all damages caused by such pet and all cleaning, defleaing and deodorizing required because of such pet. This applies to carpets, doors, walls, drags, wallpaper, windows, screens furniture, appliances and any other part of the dwelling unit, landscaping, or other improvements on Landlord's property. If such items cannot be satisfactorily cleaned or repaired, Residents must pay for compete replacement by Landlord. Payment for damages, repairs, cleaning replacements, etc. shall be due immediately upon demand or deducted from Residents' security deposit. Residents shall be strictly liable for the entire amount of any injury to the person or property of others, caused by such pet; and Resident shall indemnify owner for all costs of litigation and attorney's fees resulting in same.
- 11. **Move-out.** Upon move-out of Residents, Resident shall pay for defleaing, deodorizing, and/or shampooing carpets to protect future Residents from possible health hazards, regardless of how long the pet occupied the premises. Such shampooing, defleaing, and/or deodorization will be arranged for by Landlord.
- 12. **Pet pick-up policy**. By execution of this Pet Addendum, Resident agrees and acknowledges that in the event Landlord, in its sole discretion, determines that is necessary to have apartment complex staff pick up after a pet, that the owner of that pet shall be charged and shall pay a \$250 rental check within 14 days to offset

- Landlord's cost. Non-payment of said pick-up fee shall be a default under the Lease and grounds for termination of the Lease.
- 13. **Multiple Residents.** Residents and Resident's guests or occupants shall abide by all pet rules. Each Resident shall be jointly and severally liable for damages and all other obligations set forth herein, even if such resident does not own the pet.
- **14. General.** Residents acknowledge that no other oral or written agreement exists regarding this Pet Addendum. Except for written rules changes pursuant to paragraph 8 hereof, owner's representative has no authority to modify this Pet Addendum or the pet rules unless in writing. This Pet Addendum and the pet rules shall be considered a part of the lease described above.

THIS IS A BINDING LEGAL DOCUMENT- READ CAREFULLY BEFORE SIGNING.

Resident or Residents	Owner or Owner's Representative