

PET LEASE AGREEMENT



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 rights of others and cause damages running into many thousands of dollars for which the Resident may be held liable.

This agreement (**Pet Agreement**) is entered into this ____ day of ____, _____. All deposits required will be paid prior to occupancy. In consideration of their mutual promises, Management and Residents agree as follows:

1. DWELLING UNIT DESCRIPTION

23381 County Road E34, Anamosa, Iowa 52205

LEASE DESCRIPTION

Date of Lease ____ Lease # ____ Owner/Lessor ____

Residents (List all

Residents) _____

Such Lease will be referred to in this Pet Agreement as the "Lease".

2. **CONDITIONAL AUTHORIZATION FOR PET.** The Lease covering the Premises provides that no pets are permitted on or about the Premises without Management's prior written consent. Any pet may be rejected by Management for any reason Management deems appropriate. Management reserves the right to deny an Application for Permission to have a Pet or Pet Agreement due to an animal, breed, or animal mixed with a breed with a history of aggressive behavior. Residents are hereby authorized to keep a pet, which is described below, on the Premises of the above dwelling unit until the above-described Lease expires. Authorization may be terminated sooner if Residents' right of occupancy is lawfully terminated or if the pet rules listed below are violated in any way by Residents or Residents' guests or occupants.
3. **ADDITIONAL SECURITY DEPOSIT.** \$ 300.00 x ____ = \$ 00.00 (less \$75.00 at move out). The total security deposit as required in the Lease shall be increased by the foregoing amount. Such additional deposit shall be considered as a general security deposit for any and all purposes. Refund of the security deposit shall be subject to all of the terms and conditions set forth in the Lease. The additional security deposit is not refundable prior to surrender of the premises by all Residents, even if the pet has been removed. The pet security deposit may not be processed from the Rental Office for up to forty-five (45) days after Resident has vacated the home. This time allows for any evidence of flea infestation and re-surfacing of pet stains and odors that may not be readily apparent immediately after steam cleaning.
4. **ADDITIONAL MONTHLY RENT.** \$ 25.00 x ____ = \$ 00.00 _____. The total monthly rent as stated in the Lease shall be increased by the foregoing amount. Additional monthly rent will be effective this ____ day of ____, _____.
5. **ADDITIONAL PET FEE.** \$ 200.00 x ____ = \$ 00.00 _____. Residents shall pay the foregoing amount as a one-time fee which is **non-refundable**, in order to have the pet in the dwelling unit. This fee shall be in addition to any increase in the security deposit or the monthly rent, above.
6. **NO LIMIT LIABILITY.** The additional monthly rent and/or additional security deposit under this Pet Agreement is not a limit on Residents' liability for property damages, cleaning, deodorization, defleaing, replacements and/or personal injuries as set forth in this agreement.
 - A. **Cleaning and Repairs.** Residents shall be jointly and severally liable for the entire amount of all damages caused by the Pet. If any item cannot be satisfactorily cleaned or repaired, Residents must pay for complete replacement of such item. Pet odors and stains are "extraordinary damage" and NOT "normal wear and tear."
 - B. **Injuries.** Resident shall be strictly liable for the entire amount of any injury to any person or property caused by the pet, and shall indemnify Management for all costs of litigation and attorney's fees resulting from same.
7. **DESCRIPTION OF PET.** Only the following described pet is authorized to be kept in Residents' dwelling unit. **NO substitutions are allowed.** No other pet (including offspring) shall be permitted on the premises by Residents or Residents' guests or occupants, at any time. **NO VISITING PETS.** This prohibition includes Akitas, birds (except those that are caged), Bull Mastiffs, Bull Terriers, chinchillas, Chow Chows, Doberman Pinschers, ferrets, fish (in tanks 20 gallons or more without adequate insurance naming ECG Commercial Development as additional insured), German Shepherds, Huskies, iguanas, insects, Malamutes, marsupials, monkeys, Pit Bulls (aka American Staffordshire Terriers, Staffordshire Bull Terriers, or American Pit Bull Terriers), Pigs, Presa Canarios, rabbits, raccoons, Rhodesian Ridgebacks, rodents of any kind, Rotweillers, Shar-peis, skunks, snakes or reptiles of any kind, Tarantulas, and Scorpions or spiders of any kind, weasels, and wolf hybrids. *See SPECIFICALLY PROHIBITED BREEDS.
8. **HOUSE BROKEN. Pets must be house broken.**



Name of pet: (1)____(2)____Type: (1)_(2)___ Breed:
(1)____(2)____Color: (1)____(2)____
Age: (1)____(2)____ Weight: (1)____(2)____ full grown
City license number: (1)____(2)____Pet housebroken? (1)____(2)____ City
of license: (1)____(2)____ Date of last rabies shot: (1)____(2)____ Vet:
(1)____(2)____ Name of pet owner: (1)____(2)____

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(1)____(2)____ Name of pet owner: (1)____(2)____

9. **THE COMBINED WEIGHT OF ANY TWO (2) PETS MAY NOT EXCEED FORTY (40) POUNDS WHILE KEPT INSIDE**
10. **SPECIFICALLY PROHIBITED BREEDS: THE FOLLOWING SPECIFIC BREEDS OF DOGS (OR DOGS MIXED WITH THESE BREEDS) ARE NOT PERMITTED**

Akitas, Pit Bulls (aka American Staffordshire Terriers, Staffordshire Bull Terriers, or American Pit Bull Terriers), Presa Canarios, Bull Terriers, Bull Mastiffs, German Shepherds, Huskies, Malamutes, Doberman Pinschers, Rotweillers, Shar-peis, Chow Chows, wolf hybrids, and Rhodesian Ridgebacks. Dogs must be contained in an area so as not to interfere with any maintenance service which has been requested. **No wild animals are permitted** – such as birds (except those that are caged), chinchillas, ferrets, fish (in tanks 20 gallons or more without adequate insurance naming ECG Commercial Development as additional insured), iguanas, marsupials, monkeys, pigs, rabbits, raccoons, rodents of any kind, skunks, snakes or reptiles of any kind, tarantulas, scorpions or spiders of any kind, weasels.

11. **SPECIFIC TYPES OF PETS.** The following rules apply to specific types of pets:

Dogs

~~Dogs must be spayed or neutered. Veterinary proof is required along with vaccinations. No puppies (four (4) months or less) are allowed. No adult dog, fully grown, will exceed forty (40) pounds. In the home, two (2) dogs will be allowed as long as they do not exceed the forty (40) pound weight limit. Not Allowed~~

Cats

No cat is permitted unless it has been spayed or neutered. Veterinary proof is required along with vaccinations. Your cat must be kept in the home at all times except when transporting the cat. Under no circumstances are cats allowed on grounds or in common indoor or outdoor areas. Cat litter must be double-bagged in plastic prior to disposal in the garbage. Use of a litter box is required and regular disposal of waste and cleaning is required. You may not dispose of litter in toilets, even if the litter is marked “flushable”. Cat litter can cause clogs in the pipes and flooding. Resident shall be responsible for all damage caused by violation of these rules.

Fish

Stand must be sturdy. No aquarium with a capacity greater than twenty (20) gallons shall be kept on the Premises. Residents must place aquariums in a safe location in the home, on a shelf or table giving the aquarium enough support. Residents shall be responsible for all damage caused by leakage or breakage from any aquarium. Resident shall provide proof of adequate insurance naming ECG Commercial Development as additionally insured if aquarium is twenty (20) gallons or more.

12. **SPECIAL PROVISIONS.** The following special provisions shall control over any conflicting provisions of this printed form:

13. **PET RULES-** Residents are responsible for the actions of the pet at all times. Residents agree to abide by the following rules:

- a. **Nuisance.** Residents agree that a pet will not disturb the rights, comforts and conveniences of neighbors or other Residents. This applies whether the pet is inside or outside of Residents’ dwelling. Pet may not cause damage to the property.
- b. **Sanitary Problems.** Dogs, cats and guide animals for handicapped persons must be **HOUSEBROKEN**. All other pets must be caged when owners are not present. The pet may not be allowed to urinate or defecate on any unprotected carpet, vinyl floor, or hardwood floor inside the dwelling. Residents shall not permit their pet to defecate or urinate anywhere on the property, including dwelling units, patio areas, walkways, stairs, stairwells, parking lots, grassy areas, or other places. If pet defecation is permitted inside the dwelling unit or on patio/deck areas, it shall be done in litter boxes with “kitty litter” type mix. If pet defecation occurs anywhere on the property Residents shall be responsible for the immediate removal of waste in the dwelling or on the grounds and repair of any damage. There will be a fifty (\$50.00) charge assessed for each occurrence of Management clean up of pet waste.
- c. **Resident will have a sanitary waste remover, commonly called a “Pooper-Scooper” or “Pet Scooper”, with them at all times while walking the pet outside the unit, and agrees to remove and properly dispose of any pet waste.**
- d. **Pets shall not be tied** to any fixed object outside the dwelling unit, including patio/deck areas, walkways, stairs, stairwells, parking lots, grass yard, or any other part of the property. This does not apply in fenced yards (if any) which are for Residents’ exclusive use.
- e. **Prohibited Areas.** Residents shall not permit pets to access road right of way, adjoining properties and common spaces.
- f. **Feeding of Pets.** Resident’s pet must be fed and watered inside the dwelling unit; and pet food or water may not be left outside the dwelling unit at any time unless inside cage/kennel. This does not apply in fenced yards (if any) which are for Residents’ exclusive use.
- g. **Supervision.** Pets shall be kept on a leash and under Residents’ supervision when outside the dwelling or Residents’ private fenced yard area. Owner or Owners’ representative shall have the right to pick up unleashed pets and/or report them to the proper authorities. Owner shall impose reasonable charges for picking up and/or keeping unleashed pets. Residents agree to comply with all applicable governmental laws and regulations (Leash Laws).
- h. **Identification.** Any identification issued by Management must be displayed at all times on pet collar.

14. **ADDITIONAL RULES.** Management 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 all Residents who are permitted to have pets.



