

PET POLICY ANIMAL ADDENDUM

All applicants must complete a Pet, No Pet, or Animal Profile.

We use a third-party service, OurPetPolicy, to ensure all applicants understand how to adhere to the property's pet and animal policies, <u>even if you do not have a pet or animal.</u>

If the Residents have an animal, a Pet Application, Emotional Support Animal Application, or Service Animal, an application must be submitted and approved before the animal is allowed on the Premises.

Pet screening can be completed at <u>https://scan.ourpetpolicy.com/lease-packet/71Q12W</u> and MUST be completed prior to move in and/or lease start date.

We strive to provide mutual accountability and responsibility for the benefit of all our residents. It's imperative that ALL our residents fully understand and acknowledge our pet and animal-related policies. This ensures we have formalized pet and animal-related policy acknowledgments and more accurate records to create greater mutual accountability.

If a Residents 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 https://scan.ourpetpolicy.com/lease-packet/71Q12W.

Pet Deposit and Fees

- There is a \$250 pet deposit per dog and a \$350 pet deposit per cat.
- There is a \$25 monthly pet fee per dog and \$35 monthly pet fee per cat.
- There is a \$35 Pet Administrative Fee paid to Our Pet Policy for the first pet and \$20 per subsequent pet.

Pet Restrictions

Some properties allow certain Pets and others do not. For properties that DO allow pets, please see the following approval guidelines and restrictions.

- 1. No more than 2 Pets (dogs) are allowed.
- 2. Pets must be under 35 lbs (each).
- 3. Pets must at least 1 year old.
- 4. Proof of spay/neuter is required for pets.
- 5. A current rabies vaccination is required.



7. On a case-by-case basis, Homeowner/Landlord may allow for certain pets that do not meet the above conditions, but this will require special approval from the Homeowner/Landlord.

8. On a case-by-case basis, Homeowner/Landlord may allow Restricted Breed dogs that are all are any portion of mixed with the following breeds: Akita, Rottweiler, Doberman, American Bulldog, Bull Terrier, German Shepherd, Great Dane, Bullmastiff, Husky or Siberian Husky, Chow, Presa Canario, Pit Bull,

Staffordshire Terrier, Wolf Type Dog, however extra charges may apply for lease signing, monthly pet fee(s), and deposit(s). For restricted breeds, the monthly pet fees will require an additional \$25 (total \$50/month per pet), and an additional \$250 refundable pet deposit will be required (total \$500 per pet).

Dog Liability Insurance

All approved restricted breed dogs must comply with the following:

- 1. Purchase Dog Liability Insurance with a minimum coverage of \$100,000 per incident.
- 2. Name Homeowner/Landlord and HomeLab Property Management as "ADDITIONALLY INSURED" on this policy and provide proof.

Recommendations

Conduct a Google Search for "Dog Liability Insurance" online and seek several quotes from insurance providers licensed in Texas for your pet.

Specific Animal Rules

- 1. The animal must wear the appropriate local rabies tag and a tag bearing the owners 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. 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 in the community. Solid waste should be picked up daily in fenced private back yards. Resident agrees to keep the yard cleaned up after the animal(s), disposing of the waste promptly



and properly. For indoor animals, the same applies. There is a \$250 fine for any improper waste management violations.

- 4. Any Litter Box is to be a waterproof container and NOT to be 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).
- 5. Animals will not be allowed to make excessive noise or engage in threatening conduct which might disturb neighbors. Resident agrees to do whatever is necessary to keep the animal(s) from making noise that would cause an annoyance to others and take steps to immediately remedy complaints by neighbors.
- 6. Residents will immediately notify HomeLab Property Management of any personal injury or property damage caused by the animal(s).
- 7. Any damage attributed to the animal(s) will be paid for promptly by Residents.
- 8. Any additional animals or any change to any of the animals will require a new application.
- 9. Animals are not allowed on the landscaping or to be left unattended outside unless approved in writing beforehand. HomeLab Property Management DOES NOT allow outside only pets.
- 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, and other landscaping plants that die from as a result of the animal.
- 11. Resident 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 has contained an animal.
- 13. Animal visitations are limited to Service Animals only that are approved beforehand through the Animal Visitation Application.
- 14. Animals must be restrained or removed from property to allow for Landlord's/Owner's agents or vendors to enter property. Failure to do so will result in a \$75 lease violation. Failure to restrain animals to allow for an inspection a 2nd time may result in animal



requiring to be removed from lease and rental agreement as well as lease termination and all applicable costs.

- 15. Owner/Landlord and/or HomeLab Property Management will keep a copy of animal breed, size, age, sex, neuter/spayed, pictures, and name of each animal.
- 16. Resident agrees to allow Owner/Landlord and/or HomeLab Property Management to do periodic inspections of the yard and house. 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 identified by photos provided by Resident, 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. Changing animals without prior written authorization from landlord will result in a fee of \$250 per animal found at the property, plus \$50 per day that the animal remains on the property without authorization.
- 19. No animal breeding is permitted at the property.
- 20. Reasonable changes to the animal rules can be made from time to time as needed if we distribute a written copy of those changes.
- 21. Animals (especially male dogs) must be kept away from any air conditioning units. Urine will destroy air conditioning units rather quickly. Residents are responsible to repair/replace any air conditioning units that show excessive wear which includes urination from animals.
- 22. Outside dog kennels, dog runs, enclosures, or any other structure to house pets is authorized on property

Waste Management

Dogs must use the designated pet relief area and all feces picked up, bagged, and placed in an outdoor trash can. Cats are to have a litter box that is waterproof and placed in a non-carpeted area and changed regularly to avoid any odors. All cat litter is to be bagged and placed in an outdoor trash can and is not to be flushed down the toilet. All waste must be taken care of immediately to where it is not seen or smelled inside or outside of the leased premises.



Violations of Contract

If the Residents, Residents guests, or any other occupants violate any part of this Addendum (based upon the Landlords 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.

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.

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 animal that enters the Leased Premises will result in a \$250 fine. 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, and an 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 is still subject to the Landlords 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 of an assistance animal.

The Resident acknowledges that according to the Texas Human Resources Code Sec.121.006 that penalties for improper use or representation of an assistance animal include up to a \$300 fine and 30 hours of community service to be performed for a governmental entity or nonprofit organization that primarily serves persons with visual impairments or other



disabilities, or for another entity or organization at the discretion of the court, to be completed in not more than one year.

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

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 indemnifies 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.

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.



Our 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:*

- (A) abandoned the animal;
- (B) left the animal in the dwelling unit for an extended period without reasonable care; *OR*,

(C) 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.





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