

**ADDENDUM P
PET RULES
FAMILY HOUSING PROJECTS ONLY**

POLICY STATEMENT:

A pet policy is hereby established/ revised the objective of which being to assure that the pets residing in the Spring Isle project **are treated humanely**. The function of management is to establish policies which, provide for reasonable admission of pets to the project. Keeping in mind that the "peaceful enjoyment" rights of all the Tenants in Spring Isle are protected and preserved. **The tenant pet owner is required by the standard lease to obtain written permission for a pet. Certified units are not allowed pets and are subject to eviction if in violation of the lease provision which prohibits pets in certified units.** {Special consideration for handicapped tenants which require the services of a specially trained pet for assistance or other humane reasons may be made by Landlord}. This is a family project by HUD definition not a elderly or handicapped project the landlord is **NOT required** by any federal regulation to permit pets.

BASIC QUALIFICATIONS: The pet must have been owned by and residing with a residing member of the family for the proceeding 12 months. applying for pet residency permission for at least 12 months prior to the date of application. Management may require written documentation from a third party to satisfy this provision. This agreement is exclusively for the pet or pets attached in the attached registration form. If the pet expires replacement is not permitted. Nor Shall this pet policy be construed to permit the obtaining of a pet by tenant.

ADDITIONAL RENT: An additional charge of up to \$50.00 per month for each pet may be charged and shall be payable as additional rent by the Tenant and is a liability of the same significance as the base rent. The Tenant can be evicted for non payment of the pet rent. Any increase of the agreed amount will be recognized by tenant with a 30 day notice.

Tenant agrees that the additional rent in the amount of \$ _____ Per Dog & \$ _____ Per Cat will be paid with the monthly dwelling unit rent. If tenant introduces a pet on to the premisses without properly securing the required written permission then the additional rent charge of \$50.00 per month or part there of shall accrue from the first day of such introduction, and unless documented otherwise by Tenant, shall be considered the first day of occupancy of this lease. **IF NOT PAID THE LANDLORD MAY DISALLOW ANY PROMPT PAYMENT DISCOUNT OF THE BASE RENT**

GENERAL

Size: The pet should be restricted to 30 pounds or less than 15" at the shoulder upon maturity. Special consideration may be made by management for a special circumstance.

Limitation of number: At landlords sole discretion a maximum of One dog/2 very small dogs or Two Cats per dwelling unit.

Pet Sitting is NOT allowed under any circumstances. **Additional charges for unauthorized pet or pet violations of failure to properly curb (collect feces at time of emanation by pet) shall be considered additional rent.** Landlord may charge as additional rent \$50.00 per animal, per month or part there of and \$10.00 per violation of proper curbing plus administrative costs and of damages to landscaped areas.

Pet Restraint. All pets shall be appropriately and effectively tethered ie leashed, restrained and under the control of a responsible individual while on the common areas of the project. No pet shall be tethered (tied up or chained) outside, attended or unattended nor shall the pet be allowed to roam freely.

The City of Beaver Dam Ordinance 12.05 (25) (a) provides for:

EXERCISING ANIMALS. No person Shall Exercise or walk an animal on a leash more than 6' in length and of sufficient tensile strength so as to restrain the animal under all circumstances. The person exercising the animal shall be of sufficient strength to control the animal being exercised.

- a) The pet owners dwelling unit shall be maintained in a safe and sanitary manner. Any destruction or scratches on doors, millwork or carpeting , shall be repaired a/o replaced by management and a charge will be deducted from the tenant's security deposit and/or pet deposit. This liability is in keeping with the standards of the Wisconsin landlord and tenant laws.
- b) The owner of a dog may not leave a dog unattended in a dwelling unit for more than four consecutive hours. The owner of a cat may not leave a cat unattended in a dwelling unit for more than 24 consecutive hours. For any absences from the dwelling unit past these limits, the pet should be boarded off-site.
- c) Tenant is responsible for control of noise and odor caused by a pet. Barking at passers by or neighbors there by creating a disturbance shall be cause for pet violation and a citation from the City of Beaver Dam.

City of Beaver Dam Ordinance 12.05 (26) provides for:

HOWLING ANIMALS. No person shall own, keep, possess or harbor any animal within the City which by frequent or habitual howling, yelping, barking or wailing shall disturb other persons.

- d) The pet owner shall post on the dwelling unit front door the appropriate warning sticker for project service personnel. This is to prevent the accidental release of a pet or the service

person to become injured by the pet. Aggressive or over protective pets which prevent normal or emergency service to project premisses will be permanently removed from the premisses at the landlord's request with in 5 days.

e) Pets Temporarily on the Premises: Pets are allowed to "temporarily" be in a unit if the owner must be a house guest of a tenant at Spring Isle, and may be unregistered if they are to be kept in a tenant's dwelling unit for a period less than 2 consecutive days and nights. All pet rules, including size limitations except "Tenant Financial Obligations," shall be enforced. However, if a pet will be in a unit for more than 14 days any given year, the Tenant will be responsible for the \$300 pet damage reserve. The project is not to be used as a boarding kennel when friends and relatives are traveling. The owner of the pet shall be on site when the pet is present.

Definitions:

Singular or plural

This addendum is entered into by and between the Landlord and Tenant (referred to in the singular whether one or more) on the Lease.

Common Household Pet means a domestic animal such as a mature dog (at least 18 months old), cat (at least 12 Months old), bird, or fish that is traditionally kept in the home. Common household pet does not include reptiles or exotic creatures special considerations may be made for unusual circumstances. A tenant may retain common household pets in the apartment. All pets shall be spayed or neutered before 16 weeks of age. Cats also must be declawed at minimum of the front claws. Keeping of Holiday Bunnies Chicks or ducklings is contrary to project owner's and humane society principals and will constitute a violation of this lease.

Specific Exclusion The Dog breeds of Rottweiler & Pit bull shall be excluded from the list of acceptable pets regardless of size due to the aggressive and protective nature and the inherent liability and danger to employees and residents of the project.

Pet Setting Means the introduction of a pet to the project premisses for the purpose of providing care and shelter to the pet, while the pet owner is absent from the project premisses.

Handicapped assisting pet means a common house hold pet that has been specially trained by a recognized professional training facility to assist a person which is handicapped under the federal standards which require special consideration for housing a pet to assist a handicapped individual. A specially trained pet **MUST** be needed by the pedicular handicapped individual to function. IE a seeing eye dog shall not be permitted a sighted person even though the pet has had the required special training.

Market rate unit means a unit that is charged the established market rate rent per year as the landlord usually and customarily charges for the pedicular dwelling unit by type and bedroom count. Promotional or professional curtsey discounts shall not diminish this qualification.

Certified unit means a unit that is charged the rental rate per month as required by the HUD program or for the landlord to obtain Tax Credits from low income housing. As a general principal HUD / U.S. Government is providing housing assistance revenue or tax credits as an incentive for the landlord to provide shelter for people **NOT** for animals.

Registration of pet:

For written permission to be obtained the following requirements shall be meet for the tenant to officially register their pet with the project owner or his representative (herein after referred to as "Project Owner") through the manager. The pet owner is required to register the pet before it is brought onto the project premises, and must update the registration once a year, at lease renewal time or certification time in the case of a handicapped assisting pet in a certified unit.

The registration form will include the following:

- a) A certification signed by a State of Wisconsin recognized licensed veterinarian stating that the pet has received all inoculations required by applicable state and local law, and that a stool examination reports negative parasites, that the pet is or neutered, and that the cat is declawed.
- b) Proof of proper licensing with the City of Beaver Dam.
- c) Information sufficient to identify the pet (Two (2) photographs required additional mug shots may be required my management) and to prove that it is a common household pet.
- d) The name, address, and phone number of two responsible parties who will care for the pet if the pet owner dies, becomes incapacitated, or is otherwise unable to care for the pet. Only one of the two required parties may be a resident at the apartment complex, and may not be a pet owner, as only one pet per dwelling unit will be allowed.
- e) Certificate of insurance from a liability insurance company specifically providing coverage for pet liability.

Sanitary standards:

- a) The project will designate areas on the project premises for pet exercise and emanation of pet waste, these areas may be relocated at the Landlords discretion. Pet owners shall not allow their pets to use any non-designated areas, patios, walks or rear yards.

- b) Pet owners will be required to place any removable {feces} pet waste into a plastic bag at time of emanation and properly dispose of all waste in containers provided by the project.
- c) Waste in litter boxes shall be separated, placed in a plastic bag and disposed of in the dumpsters provided by the project once a day. Litter boxes shall be lined with plastic liners, changed twice a week, and litter properly disposed of.
- d) Failure to separate pet waste or remove pet waste as outlined above shall constitute a \$10 removal charge per emanation plus a administrative fee for billing of \$25 per occurrence.

City of Beaver Dam Ordinance 12.05 (25) (b) Provides for:

No person who has the care , custody or control of any animal shall not allow the animal to defecate upon property not owned by such person, or without such other property owner's consent or upon any public property without the immediate cleaning up, removal and sanitary disposal of same.

Tenant Financial Obligations.

PET DAMAGE RESERVE:

A \$150/\$300 per pet damage reserve shall be collected as follows: \$150 per cat and \$300 per dog at the time pet is registered with the complex. Additional charges for carpet and pad replacement cleaning, deodorizing, and flea and tick extermination, will be levied against the pet owner. If during the tenancy of the pet the project owner has reason to believe that damage has occurred the owner may request an additional deposit to cover estimated costs for future replacement or cleaning charges.

LIABILITY INSURANCE REQUITED:

In addition to the pet damage reserve the Tenant pet owner shall provide proof of a renters liability policy with a pet owners indorsement naming the Landlord as an additional insured minim policy of ONE HUNDRED THOUSAND DOLLARS (\$100,000). a certificate of insurance shall be on file with the Project owner prior to bringing the pet to the project premisses. Pet owner shall hold harmless and indemnify Project owner from any litigation and costs of defense, business interruption, loss of time to the owner or staff for any event which arises from the actions of the pet or pet owner. Whether or not the tenant has written permission for the pet or the project owner has taken any action it believes is in the best interest of the Residents, Staff, or of the Pet.

FINES - TAXES LEVIED BY UNIT OF GOVERNMENT Pet Owner shall indemnify Project Owner for any fines levied as special licenses, taxes or assessments for pet ownership.

Pet Rule Violation Procedures:

a) If a project owner determines on the basis of objective facts, supported by written statements, or personal observation by owner or staff, that a pet owner has violated a rule governing the owning or keeping of pets, the project owner may service a written notice of pet rules violations as follows:

- 1) Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated.
- 2) State that the pet owner has 5 days from the effective date of service to correct the violation or to make a written request for a meeting to discuss the violation.
- 3) State that the pet owner is entitled to be accompanied by another person of their choice at the meeting.
- 4) State that the pet owner's failure to correct the violation, or to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

b) Pet Rule Violation Meeting. If the pet owner makes a timely request { within the 5 Day Notice to cure violation } for a meeting to discuss an alleged pet rule violation, the project owner shall establish a mutually agreeable time and place for the meeting within 15 days of the effective date of service of the notice. At the pet rule violation meeting, the pet owner and project owner shall discuss any alleged pet rule violation and attempt to correct it.

c) Notice for Pet Removal. If the pet owner and project owner are unable to resolve the pet rule violation at the pet rule violation meeting, or if the project owner determines that the pet owner has failed to correct the pet rule violation within any additional time provided for this purpose, the project owner may serve a written notice on the pet owner requiring the pet owner to remove the pet. The notice must:

- 1) Contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated.
- 2) State that the pet owner must remove the pet within 5 days of the effective date of service of the notice of pet removal.
- 3) State that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

d) Initiation of procedures to remove a pet or terminate the pet owner's tenancy.

1) The project owner may not initiate procedures to terminate a pet owner's tenancy based on a pet rules violation, unless

I) The pet owner has failed to removed the pet or correct a pet rule violation within the applicable time period specified in this section

ii) The pet rule violation is in the project owner's opinion sufficient to begin procedures to terminate the pet owner's tenancy under the terms of the lease and applicable regulations.

iii) A repeated violation of the pet rules with in a 12 month period shall be reasonable justification of the project owner to initiate procedure for pet removal and terminate pet owner's tenancy.

BREACH OF LEASE:

If the lease is for a term of one year or less, should Tenant neglect or fail to perform and observe any of the terms of this addendum, Landlord shall give Tenant written notice of such breach requiring Tenant to remedy the breach or vacate the premises on or before a date at least 5 days after the giving of such notice, and if Tenant fails to comply with such notice:

Landlord may declare this tenancy terminated and institute action to expel Tenant from the lease premises without limiting the liability of Tenant for the rent due or to become due under this lease.

Per Wisconsin statute if the lease is terminated by the landlord for breach for an uncorrected or repeated violation of any provision of the lease. The tenant is responsible for all rent and expenses incurred by project owner including but not limited to costs of re-renting until the landlord can release the premisses.

Inspections: In addition to other inspections permitted under the lease, the leases for all tenants of projects shall include statements that after reasonable notice and during reasonable hours project owner may enter and inspect the premises. The inspection shall be done only if the project owner has received a signed, written complaint alleging (or the project owner or staff has reasonable grounds to believe) that the conduct or condition of a pet in the dwelling unit may be inhumanely treated or the pet constitutes a nuisance or a threat to the health or safety of the occupants of the project or other persons in the community where the project is located.

Emergencies: The local authority may or authorize project owner to remove a pet that becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, or the project owner's staff. project owner shall remove the pet and take such action with respect to the pet as may be permissible under state law. The lease will permit the project owner to enter the premises and remove the pet or take such other permissible action only if the project owner requests the pet owner to remove the pet from the project immediately, and the pet owner refuses to do so, or if the project owner with best efforts reasonable diligence is unable to contact the pet owner to make a removal request. The cost of the animal care facility shall be paid by the pet owner. If the pet owner is unable or unwilling to pay, the cost of the animal care facility may be paid from the security deposit a/o pet deposit.

Nothing in this addendum prohibits a project owner or an appropriate community authority from requiring the removal of any pet from a project if a pet's conduct or condition is dully determined to constitute, under the provisions of state or local law, a nuisance or a threat to the health or safety of other occupants of the project.

READ AND ACCEPTED THIS _____ DAY OF _____, 20__

Tenant Signature

Project Owner

Pet app_____

Insurance_____

Notice: These are the pet rules which will govern the project. Comments shall be welcomed and should be submitted in writing to the project owner.

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PET REGISTRATION FORM

MUST BE SUBMITTED IN TRIPLICATE AND ADDENDUM SIGNED OF BY OWNER
BEFORE PET INTRODUCED TO PROJECT PREMISSES

Owners Name_

Attach Photo Here

Address

Date Acquired

Type Dog or cat

Size Height at shoulder

Breed

Color

License #

City

Rabies (date inoculated)

(effective until)

Distemper (date inoculated)

Stool Parasite Check (Required)

Date

Results

I _____ a Licensed Veterinarian duly authorized to practice in the state of Wisconsin here by certify that I have examined the pet identified in this registration form and certify as of the date of the examination the rabies inoculation will be current for the next 24 months and the parasite check (fleas) and stool parasite check are negative.

Signature_____Date

Pet Sponsors (Two Required)

Name

Address _____City

State _____ Zip _____ Phone Day

Phone Home

Name

Address _____City

State _____ Zip _____ Phone Day

Phone Home