

# Pet Agreement

Dated \_\_\_\_\_

Addendum to Rental Agreement

This agreement is attached to and forms a part of the Rental Agreement dated \_\_\_\_\_ for property \_\_\_\_\_ between Janice and Kevin Fowler, Owners and Landlords, and \_\_\_\_\_, Tenant.

Because this Rental Agreement specifically prohibits keeping pets without the Owners' permission, Tenants agree to the following terms and conditions.

1. Tenant has read and signed the Pet Policy attached to this Pet Agreement.
2. Tenant agrees to abide by the pet policy and the Owners agree to permit tenant to keep the pet(s) described in this agreement in accordance with the Pet Policy.

Type of Pet	Name	Age	Description
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. Tenant shall be liable for any damage or injury whatsoever caused by the pet(s) and shall pay landlord immediately, upon demand, for any and all costs incurred by landlord as a result of damage or injury caused by pets.

4. Tenant agrees to indemnify, hold harmless, and defend property owner against all liability, judgements, expense (including costs and attorney's fees), or claims by third parties for any injury to a person or damage to property of any kind whatsoever caused by tenant's pet(s).

5. Tenant shall provide the following information and promptly notify landlord in writing of any changes:

Emergency caretaker for pet(s):

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

Veterinarian:

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_

By signing this agreement, tenant has agreed to the above and has paid a pet deposit of \$ \_\_\_\_\_. This deposit is fully refundable if landlord determines that there are no damages or other expenses caused by the pet(s) upon tenant's vacating the house or permanently relocating the pet(s).

_____	_____
Tenant	Landlord
_____	_____
Tenant	Date
_____	
Tenant	
_____	
Date	

## **Pet Policy**

Dated \_\_\_\_\_

1. Permission to keep a pet is granted at landlord's sole discretion and is subject to tenant's strict adherence to all aspects of this Pet Agreement. Any tenant who wishes to keep a pet will first obtain landlord's approval and sign a Pet Agreement. In making a decision on whether to approve a tenant's request to keep a dog, landlord will take into account the dog's temperament and the arrangements the tenant has made for training and exercising the dog.
2. Only common household pets will be allowed. These include dogs, cats, fish, birds, rabbits, and rodents—such as guinea pigs and hamsters—kept as companion animals. The number of cats and dogs allowed will on the property will be in adherence with Albuquerque city ordinances.
3. Pets are to be kept inside the tenant's house and yard. Dogs must be under control at all times and not allowed to roam the neighborhood.
4. Tenants are responsible for keeping all areas where pets are housed clean, safe, and free of parasites. Dog owners must regularly and frequently pick up and dispose of all pet waste. Dog waste and soiled cat litter should be placed in the garbage bins. If landlord is made aware of an accumulation of pet waste, one warning will be given to the tenant. If this warning goes unheeded, landlord may call a professional "poop scooper" to clean the yard. In such a case, the tenant will be billed the cost of the cleaning.
5. In accordance with Albuquerque city ordinances, all adult dogs and cats must be spayed or neutered. All pets must receive proper veterinary care, including all appropriate vaccinations and must be given a healthy diet, access to fresh water, and exercise according to the needs of the pet. Tenants should become acquainted with Albuquerque city ordinances regarding care and ownership of pets.
6. No pet is to be left alone in the tenant's house for a period longer than appropriate to the needs of the individual pet. While this period may vary depending on the pet in question, landlord and tenant understand that, in general, dogs should not be left alone for more than 9 hours, and other pets for more than 24 hours, on a regular basis. If landlord has reasonable cause to believe a pet is alone in an apartment and either that pet is creating a disturbance or any other emergency situation appears to exist with respect to the pet, landlord will attempt to contact the tenant to remedy the situation. If landlord is unable to contact the tenant within a reasonable period, landlord may enter tenant's house and make any necessary arrangements for the pet's care, including removing the pet and placing it in a temporary home, such as a boarding kennel. Any costs incurred will be deducted from tenant's pet deposit.
7. Tenants are responsible for ensuring that their pets do not disturb or annoy neighbors by excessive noise, odor, aggressiveness or other problem behaviors. Tenants whose pet(s) are disturbing others must remedy the situation immediately. A tenant who fails to remedy the situation after two (2) warnings will receive a 30-day notice to remove the pet from the premises. If the tenant fails to remove the pet, the tenant will be considered in breach of the Rental Agreement and may be required to vacate the house.

8. Tenants are responsible for and must immediately pay for all damages, loss, or expense caused by their pets. In addition, each tenant who wishes to keep a pet must pay a pet deposit (any of which may be used for cleaning, repairs, or delinquent rent when the tenants vacate) upon signing the Pet Agreement. If the cost of repairing any damages caused by the pet exceeds the pet deposit, landlord may use funds from the tenant's regular security deposit to cover the excess.

9. The pet deposit is fully refundable if landlord determines that there are no damages or other expenses caused by the pet(s) upon tenant's vacating the house or permanently relocating the pet(s).

10. Tenants agree that this Pet Agreement applies only to the specific pet described above and that no other pet may be substituted.

11. Tenants agree that landlord may find it necessary to fence off or otherwise restrict part of the yard from the pets for safety reasons, aesthetic reasons, or for the purpose of landscape maintenance or renewal. Such restriction may be temporary or permanent.

*The landlord encourages tenants to value and enjoy their homes. We believe that tenants should be given the opportunity to pursue their interests, consistent with the rights of their neighbors and the property owners. By fostering an attitude of mutual respect and cooperation, our common interest in a safe, pleasant, and well-maintained residence is best achieved.*

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Tenant

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Tenant

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Tenant

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Date