

ASSISTANCE ANIMAL AGREEMENT

ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT

Name of Tenant: _____

Address of Premises: _____
(Street) *(City, State, Zip)*

This Addendum contains the terms, conditions and rules related to Tenant’s assistance animal and is incorporated into Tenant’s Residential Rental Agreement. If there is any conflict between the terms and conditions of this Addendum and those contained in the Residential Rental Agreement, the terms and conditions of this Addendum shall be controlling.

Name of Animal: _____ Type of Animal: _____

Breed: _____ Gender: _____

Tenant agrees to provide Landlord with a clear and legible picture of the assistance animal within five (5) days of the signing of this Agreement.

Tenant understands that this Agreement applies only to the specific assistance animal noted above and that no other animal may be substituted for the above-named animal without the prior written authorization of the Landlord.

Disclosures Regarding Assistance Animal:

A. Has the assistance animal ever bitten or injured another person?
_____ Yes _____ No
If yes, provide details: _____

B. Does the assistance animal have any propensity or predisposition to bite or injure?
_____ Yes _____ No
If yes, provide details: _____

C. Has the assistance animal ever damaged the property or possessions of another?
_____ Yes _____ No
If yes, provide details: _____

In the case of injury, sickness, death, or any other reason for which Tenant is unable to care for the assistance animal, Tenant appoints the following person/s to remove and care for the assistance animal:

Name: _____

Address: _____

Phone Number: _____

Email: _____

This Addendum consists of a front and back page and Tenant has read and accepts all terms and conditions set forth in both pages.

Tenant _____
Signature *Date*

Owner/Agent of Owner _____
Signature *Date*

Tenant Affirms That:

1. Tenant is an individual with a physical or mental impairment that substantially limits one or more major life activities.
2. Tenant has a disability-related need for an assistance animal. For example, the animal works, provides assistance, performs tasks or services for the tenant's benefit or provides emotional support that alleviates one or more of the identified symptoms or effects of the tenant's existing disability.
3. The assistance animal does not pose a direct threat to the health or safety of others and would not cause substantial physical damage to the property of others.

Terms, Conditions and Rules Related to Assistance Animal:

1. Tenant understands that Landlord is permitted to establish reasonable rules to address legitimate concerns for the safe and sanitary management of all animals, including assistance animals, that reside on the premises.
2. Tenant agrees to keep the assistance animal under control at all times. Tenant also agrees to keep the assistance animal leashed when outside of the rental unit, unless temporary unleashing is necessary for the animal to provide its assistance. The leash may be no longer than six (6) feet in length.
3. Tenant agrees to immediately clean up after the assistance animal and to dispose of any and all waste properly and immediately.
4. Tenant agrees not to leave the assistance animal unattended within the rental unit for an unreasonable period of time. Tenant agrees to provide the assistance animal with adequate water and food and adequate and regular veterinary care. Tenant agrees to maintain the cleanliness of any litter boxes and sleeping/feeding areas.
5. Tenant agrees not to leave the assistance animal unattended in common areas or on the grounds at any time. Tenant agrees not to leave food or water for the assistance animal in common areas or on the grounds at any time.
6. Tenant understands that s/he is responsible for the behavior of the assistance animal at all times. Tenant agrees that s/he will prevent the assistance animal from engaging in any behavior that disturbs other tenants, neighbors, or management.
7. Tenant agrees to comply with any and all municipal and county ordinances as well as state laws applicable to the assistance animal including, but not limited to, licensing and immunizations. Tenant understands that s/he will be responsible for any fees, fines, or citations that are issued by any government or other entity due to noncompliance with laws and ordinances.
8. Tenant understands that Landlord may terminate his/her rental agreement as permitted by law if the assistance animal causes a direct threat to others, causes physical harm to the property, and/or interferes with other tenants' right to the quiet use and enjoyment of the premises.
9. Tenant understands and agrees that s/he is responsible for reimbursing Landlord for the cost of repairing or replacing any damage caused by the assistance animal. Tenant agrees to reimburse Landlord within five (5) days of written demand for any damage caused by the assistance animal.
10. Tenant agrees to remove or confine the assistance animal upon the request of Landlord, if the Landlord determines that the assistance animal's presence limits or prohibits the Landlord, Landlord's agent, or other persons authorized by Landlord, to access Tenant's rental unit as permitted by law and/or Tenant's residential rental agreement.
11. Tenant understands that s/he is responsible for, and may be liable for, any and all personal injuries suffered by any person or animal, as a result of the behavior of the assistance animal. Tenant also understands that s/he is responsible for any and all damage to another person's property caused by the assistance animal.
12. Tenant agrees to protect, defend, indemnify and hold Landlord and Landlord's agents harmless from any and all damages, costs and/or expenses caused by the assistance animal and/or the Tenant's failure to supervise and/or control the assistance animal.

When To Use: This form should be used instead of a Pet Agreement when a Tenant makes a request for a reasonable accommodation to keep an assistance animal on the premises. An assistance animal includes, but is not limited to, a service animal, emotional support animal, companion animal, comfort animal, or therapy animal.