

FP MANAGEMENT, L.L.C.

Pet Addendum

DOMESTICATED DOGS OR CATS

1. **CONDITIONAL AUTHORIZATION FOR ANIMAL(S).** Subject to the terms and conditions of this Addendum, Tenants may keep in the Premises, the animal(s) that is described below until the Lease expires. But Landlord may terminate this authorization sooner if Tenants' right of occupancy is lawfully terminated or, if in Landlord's judgment; Tenants and Tenants' animal(s), Tenants' guests or any occupant violate any of the rules in this Addendum.

2. **DESCRIPTION OF ANIMALS.** No more than two (2) maximum or combination of domesticated Dogs or Cats are allowed in the Premises. Tenants may keep only the animal(s) described below. Tenants may not substitute any other animal(s). Neither Tenants nor Tenants' guest or occupants may bring any other animal(s) mammal, reptile, bird, amphibian, fish, rodent, arachnid or insect into the Premises. Tenants are not allowed to care for other people's pets in Premises.

Animal's name: _____
Breed: _____
Weight: _____ Age _____
City of License _____ License No: _____
Date of last rabies shot _____
Is pet housebroken? _____
Animal Owner's name: _____

3. **RESTRICTIONS ON BREEDS AND WEIGHT.** The following dog breeds are prohibited: Rottweiler, Chow, Doberman Pinscher, Pit Bull, American Staffordshire Terrier, Great Dane, Akita, Siberian Husky and Wolf-Hybrids.

(fair housing laws apply to humans and not dogs).

The total maximum weight for all permitted dogs is 40 pounds in our apartment buildings. The total maximum weight for all permitted dogs is 60 lbs. in our townhomes, and condo buildings.

4. **PROOF OF IDENTIFICATION, LICENSES, AND VACCINATIONS.** Tenants must provide proof of breed, vaccinations and licenses for approved dogs and cats prior to move in. All approved dogs and cats must also wear identification collars or tags, which include proof of current vaccinations and Mi Place Registration Tags.

5. **ADDITIONAL MONTHLY RENT PER PET.** Tenants' total monthly rent (as stated in the Lease) is increased by thirty (\$35.00) dollars for dogs and declawed/non-declawed cats for each approved animal. Failure to pay this additional amount is a default of the Lease.

6. **ANIMAL ADMINISTRATION FEE.** Tenants must also pay a one-time non-refundable fee of two hundred fifty (\$250.00) dollars for each pet, for having the pet(s) in the Premises.

Tenants with certified service animals are exempt from this requirement. Documentation through ADA is required for service animals.

7. **LIABILITY NOT LIMITED.** The additional monthly rent and animal administration fee does not limit residents' liability for property damages, cleaning, deodorization, flea and tick eradication, replacements, or personal injuries.

8. **RULES FOR PETS.** Tenants are responsible for the animal's actions at all times. Tenants agree to abide by these rules:

The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the Premises.

Permitted animals must be housebroken. No animal offspring are allowed.

Animals may not be tied to any fixed object anywhere outside the Premises.

Tenants' animal(s) must be fed and watered inside the Premises. Do not leave animal food or water outside the Premises at any time.

Tenants must keep the animal(s) on a leash and under Tenants' supervision when outside the Premises.

Unless on a leash, pets must be transported in a pet carrier. Landlord or Landlord's representative may pick up unleashed animals and/or report them to the proper authorities. Landlord may impose reasonable charges for picking up and/or keeping unleashed animals.

A permitted pet(s) must be up to date on their shots. Documentation is required from a veterinarian for proof of this.

Documentation is also required for declawed cats.

Cats that are not declawed are permitted as outlined in above paragraph 5.

No other animals, other than dogs, are permitted in the dog park.

The dog park is open only from sunrise to sunset. All dogs in the dog park must be accompanied by a person over the age of 18.

If the animal is a cat, Tenants must ensure that the cat(s) is litter-box trained. If the animal(s) defecates anywhere in the Project (including the dog park) or in the Premises, Tenants are responsible for immediately removing the waste and repairing any damage. Tenants must comply with all local ordinances regarding animal defecation.

9. **DNA TESTING.** Prior to a dog moving into Premises, Tenants must have DNA testing done by a Mi Place/FP Management Employee and results will be kept on file. Additionally, all dogs must wear a Mi Place identification dog tag whenever they are on Mi Place grounds. Tenants who do not follow this rule will be subject to a fine of up to \$250.00 and may be asked to remove their pet from the Premises.

Any tenant who does not immediately pick up after their pet will be fined up to \$500.00, 2nd offense will be fined \$1,000.00 and third offense will be sent to our attorney for eviction proceedings.

DNA testing will determine Tenants who are breaking pet rules & those who are will be fine accordingly.

10. **ADDITIONAL RULES.** Landlord has the right to make reasonable changes to the animal rules from time to time if Landlord distributes a written copy of any changes to every tenant in the Project who is allowed to have animals.

11. **VIOLATION OF RULES.** A default of this Addendum is also considered to be a default under the Lease. While Landlord has the right to enforce any remedies permitted by the Lease as a result of such default, Landlord reserves the right, after written notice to Tenants to require Tenants to remove the animal immediately and permanently from the Premises and the Project.

12. **UNAUTHORIZED PET(S).** Tenants who do not immediately register their pets will be fined \$500.00 on top of the \$250.00 Pet Administration Fee and Pet Rent from date of occupancy.

13. **COMPLAINTS ABOUT ANIMAL(S).** Tenants must immediately and permanently remove the animal from the Premises if Landlord receives reasonable complaints from a neighbor or other resident or if Landlord determines that the animal has disturbed neighbors or other residents.

14. **REMOVAL OF ANIMAL(S).**

In some circumstances, Landlord may allow an animal control officer or humane society representative to enter the Premises and remove the animal(s) if, in Landlord's sole judgment, Tenants have: (a)

abandoned the animal(s); (b) left the animal(s) in the Premises for an extended period of time without food or water; or (c) failed to care for a sick animal(s).

Landlord reserves the right to remove or have removed any pet that is not kept in accordance with this Animal Addendum, becomes a nuisance or causes damages to the Premises or the Project.

15. **LIABILITY FOR DAMAGES, INJURIES, CLEANING ETC.** Tenants will be jointly and severally liable for the entire amount of all damages caused by the animal(s), including all cleaning, flea and tick eradication and deodorizing **at a charge of \$225.00**. This provision applies to all parts of the Premises, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances as well as landscaping and other outside improvements. If the items cannot be satisfactorily cleaned or repaired, Tenants must pay for Landlord to replace them completely. Payment for damages, repairs, cleaning, replacement etc. are due immediately upon demand.

Tenants are strictly liable for the entire amount of any injury that the animal(s) causes to a person or anyone's property. Tenants are required to indemnify Landlord, its agents and employees for any damages, fees, all costs of litigation and attorney's fees resulting from any such damage.

16. **MOVE-OUT.** When Tenants move out, Tenants shall pay for flea and tick eradication, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal(s) was here. Landlord, not Tenants, will arrange for these services.

17. **MULTIPLE RESIDENTS** All Tenants who signed the Lease must sign this Animal Addendum. Tenants, Tenants' guests and any occupants must follow all animal rules. Each Tenant is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if they do not own the animal(s).

Tenant

Date

Tenant

Date

Landlord/Owner

Date