

Lily Pointe Apartments Pet Agreement

(Becomes a part of Lease Agreement)

PLEASE NOTE: Pets are a serious responsibility and risk for each Resident in this dwelling. If not properly controlled and cared for, pets can disturb the rights of others and cause damages running into many hundreds of dollars for which the Resident may be held liable.

This agreement is entered into this _____ day of _____, 20____ in concert with and as a permanent part of the lease agreement dated _____ between

_____ and _____
Tenant Resident

Home number _____ in Lily Pointe, 2015 N. Main Street, Auburn Indiana
Or 109 Betz Road, Auburn Indiana

1. **CONDITIONAL AUTHORIZATION FOR PET.** The lease covering the premises provides that no pets are permitted without the written consent of the Owner. Any pet may be rejected by Owner for any reason Owner deems appropriate. Owner reserves the right to deny any petition to house a pet due to an animal, breed, or animal mixed with a breed with a history of aggressive behavior. Residents are hereby authorized to keep a pet, which is described below, on the premises until the above-described lease expires. Authorization may be terminated sooner if Residents' right of occupancy is lawfully terminated or if the pet rules below are violated in any way.

2. **ADDITIONAL MONTHLY RENT.** \$30 per month will be paid in addition to the monthly rent stated in the lease agreement. This additional monthly payment will be paid for a maximum of sixty (60) months at which time it will end even if the lease agreement term exceeds this timeframe.

3. **NO LIMIT LIABILITY.** The additional monthly rent under this Pet Agreement is not a limit on the Residents' liability for property damages, cleaning, deodorization, de-fleaing, replacements and/or personal injuries.

a. Residents will be jointly and severally liable for the entire amount of all damages caused by the Pet. If any item cannot be satisfactorily cleaned or repaired, Residents must pay for replacement of such item. Pet odors and stains are "extraordinary damage" and NOT "normal wear and tear".

b. Resident will be strictly liable for the entire amount of any injury to any person or property caused by the pet, and will indemnify the Owner for all costs of litigation and attorney's fees resulting from same.

4. **DESCRIPTION OF PET.** No other pet (including offspring) shall be permitted on the premises by Residents or Resident's guests at any time. **NO VISITING PETS.**

5. PROHIBITED BREEDS: THE FOLLOWING BREEDS (OR THOSE MIXED WITH THESE BREEDS) ARE NOT PERMITTED: This prohibition includes birds (except those that are caged), Bull Mastiffs, Bull Terriers, chinchillas, Chow Chows, Doberman Pinschers, ferrets, fish (in tanks 20 gallons or more without adequate insurance naming Lily Pointe as additional insured, German Shepherds, Huskies, iguanas, insects, Malamutes, monkeys, Pit Bulls (aka American Staffordshire Terriers, Staffordshire Bull Terriers, or American Pit Bull Terriers), Pot-Bellied Pigs, rabbits, raccoons, Rhodesian Ridgebacks, rodents of any kind, Rottweilers, skunks, snakes, or reptiles of any kind, Tarantulas, and Scorpions or spiders of any kind, weasels.

6. ALLOWED PETS. Dogs must be spayed or neutered. Veterinary proof may be required. No Adult pet or combination of two (2) pets can exceed fifty (50) pounds. Cats must be declawed and spayed or neutered. Veterinary proof may be required. Your cat must be kept in the home at all times except when transporting the cat. Cat litter must be double bagged in plastic prior to disposal in the garbage. Use of a litter box is required and regular disposal of waste and cleaning is required. You may not dispose of litter in toilets, even if the litter is marked "flushable". Cat litter can cause clogs in the pipes and flooding. Resident will be responsible for any and all damages caused by violation of these rules.

7. PET RULES: PET S MUST BE HOUSE BROKEN. Resident agrees to abide by the following rules:

- a. Nuisance. Pets will not be allowed to disturb the rights, comforts, and conveniences of neighbors or other residents.
- b. Resident is responsible for the immediate removal of waste on the grounds whether it be in personal or common areas.
- c. Pets shall not be left unattended outside the home.
- d. Pets outside the home shall be leashed at all times unless in a fenced area designed for exercise.
- e. Pets must be fed inside the home and no food or water shall be left outside overnight.

8. VIOLATIONS. If any rule or provision is violated, in the sole judgement of the Owner, Residents may be fined \$100 per occurrence. Owner may also require the removal of the pet from the premises (within 48 hours) upon written notice and Owner shall have all other rights and remedies set forth in the Lease, including damages, eviction, and attorney's fees.

9. REMOVAL OF PET. If, in Owner's reasonable judgement, Resident has abandoned pet, left the pet in the dwelling for an extended time without food or water, failed to take care of a sick pet, violated stated rules, or repeatedly failed to clean up after pet, Owner may, after written notice, enter the home with the proper authorities and remove the pet.

10. GENERAL. Each Resident who signed the lease shall sign the pet agreement. Written notice to any one party on the lease shall constitute notice to all parties on the lease. Resident represents that pet is domesticated dog, cat, or bird, is not vicious, and has not bitten, attacked, harmed, or

