

PET APPLICATION/ADDENDUM
DRA FIDELCO NEWBURGH, LLC SUMMIT LANE LUXURY APARTMENTS

RESIDENT: _____
COMMUNITY: Summit Lane Luxury Apartments

DATE: _____
UNIT #: _____

Owner/Management agrees to waive the pet restrictions of the rental agreement/lease provided that the resident and pet owner agrees to meet the following terms and conditions. Please note: We consider animals a serious responsibility and a risk to each resident in the community. If you do not properly control and care for an animal, you will be held liable if it causes any damage or disturbs other residents.

ADDITIONAL FEE: You must pay a one-time non-refundable fee of \$500.00 per dog and \$250.00 per cat for having the animal(s) in the dwelling unit. It is our policy not to charge a deposit for support animals. NOTE: maximum of (2) pets per apt.

ADDITIONAL MONTHLY RENT: Your total monthly rent (as stated in your Lease Agreement) will be increased by \$25.00 per cat or \$35.00 per dog and is considered additional rent. No Additional Monthly Rent for fish, or support animals.

DESCRIPTION OF ANIMAL: You may keep only the animal described below. You may not substitute any other animal for this one. Neither you nor your guest or occupants may bring any other animal-mammal, reptile, bird, fish, rodent, or insect without written permission from management into the Leased Unit or community.

I hereby submit that I am the legal owner of the pet(s) described below and that all of the information provided in this application is true and correct.

Animal's Name: _____

Type: _____

Breed: _____

Color: _____

Weight: _____ Age: _____

City of License: _____

ID TAG No. _____

Rabies shot Expiration Date: _____

Housebroken? _____

Animal owners name: _____

Veterinarian: _____

Veterinarian Phone Number: _____

To my personal knowledge, my pet(s) has never bitten or otherwise injured any person or any animal or exhibited any vicious or aggressive behavior.

EMERGENCY: In an emergency involving an accident or injury to your animal, we have the right, but not a duty, to take the animal to a veterinarian for treatment, at your expense.

Animal's Name: _____

Type: _____

Breed: _____

Color: _____

Weight: _____ Age: _____

City of License: _____

ID TAG No. _____

Rabies shot Expiration Date: _____

Housebroken? _____

Animal owners name: _____

Veterinarian: _____

Veterinarian Phone Number: _____

ANIMAL RULES: You are responsible for the animal's actions at all times. You agree to abide by these rules:

Pet(s) will not cause danger, damage, nuisance, noise, health hazard, or soil the apartment/unit, premises, grounds, common areas, walks, parking areas, landscaping or gardens. Resident agrees to clean up after the pet and to accept full responsibility and liability for damage, injury, or actions arising from or caused by his/her pet(s).

Resident agrees to register the pet(s) in accordance with local laws and requirements. Resident agrees to immunize the pet(s) in accordance with local laws and requirements and provide written documentation of same from licensed veterinarian. Specific breed of animal must be indicated on vet documentation.

Resident warrants that the pet(s) is housebroken. Resident warrants that the pet(s) has no history of causing physical harm to persons or property, such as biting, scratching, chewing, etc. and further warrants that the pet(s) has no vicious history or tendencies.

The resident agrees to observe the following regulations:

DOGS: Must be controlled at all times. Must be kept on a short leash while in common areas or on the grounds. Proper disposal of dog waste (securely bagged) will be done as dog is being walked. Resident will be charged as additional rent \$25.00 per pick up for pet waste that is disposed of by Summit Lane Luxury Apartments Maintenance. Weight limit: 50lbs

CATS: Must be controlled at all times. Must be kept on a short leash while in common areas or on the grounds. Proper disposal of cat

litter (securely bagged) will be done on a frequent basis. Odors arising from cat litter will not be tolerated.

BIRDS: Birds will be properly caged. Seeds and droppings will be shielded or caught to prevent accumulation and/or damage to flooring.

FISH: Aquariums will not leak and will be cleaned regularly to prevent foul water or odors.

I understand that Owner is not bound to approve this application, but if Owner does approve this application, Owner and I will agree to the following terms:

1. I will agree to indemnify you, your employees, agents, representatives, successors and assigns for any and all claims resulting from my pet. I hold the owner harmless, to include obtaining liability insurance through a renter's insurance policy with a limit of at least \$100,000 for personal injury (naming the owner as additional insured) and assume full and complete responsibility for any personal injury (including death) or physical damage caused by my pet.
2. I will agree to indemnify Owner against any and all damages, including Owner's cost and attorney's fees, which Owner might sustain out of any injury caused to any person, animal, or property by my pet.
3. I will agree to strictly abide by the rules and any further rules, policies or regulations prescribed by the Owner at any time concerning pets in its apartments. I will acknowledge and agree that my failure to do so or my misrepresentation of any material fact in this application will be deemed a substantial breach of the Lease Agreement between the parties and could result in the early termination of my right to occupy my apartment and other legal consequences.
4. I will agree to closely and constantly supervise my pet, both inside and outside on Owner's property. I will agree that my dog or cat will never be permitted on Owner's property without a leash. I will agree to remove and properly dispose of my pet's waste. I will agree that my pet must be walked on a short leash and may not be anchored or tied to any patio, balcony or common area.
5. I will agree that if Owner receives any complaint regarding my pet biting any person or animal, or acting aggressively, or being unsupervised or causing any kind of nuisance whatsoever, Owner may immediately revoke any permission previously given to keep and maintain the pet in my apartment and require me, on short notice, to permanently remove my pet from my apartment. I will agree that Owner is not bound to investigate such a complaint, but can require me to remove my pet summarily and without proof of fault.

IN THE EVENT OF A VIOLATION OF ANY OF THE ABOVE ITEMS OR CONDITIONS, THE OWNER/MANAGEMENT SHALL HAVE THE RIGHT TO IMMEDIATELY CANCEL THIS AGREEMENT AND REQUIRE THE PET OWNER/RESIDENT TO IMMEDIATELY REMOVE THE PET FROM THE PREMISES. CANCELLATION OF THIS AGREEMENT WILL NOT IMPLY A WAIVER OF THE RESIDENT'S RESPONSIBILITY FOR ANY DAMAGES.

AGENT FOR LANDLORD:

RESIDENTS:

ATTACH PICTURE OF ANIMAL ON SEPARATE PAGE

Restricted Dog Breeds include but are not limited to:

Akitas, American Bull Dog, Chowchows, Dobermans, German Shepherds, Great Danes, Huskies, Malamutes, Pit Bull, Rottweilers, St. Bernard's, Staffordshire Terriers,
Any Hybrid or mixed breed of one of the aforementioned breeds or any breed known to have the potential to display aggressive behavior.

Restricted Animals include but are not limited to:

Birds (parrots, cockatiels, and macaws) Ferrets, Piranhas, Rabbits, Raccoons,
Reptiles (snakes & iguanas), Skunks, Squirrels, Tarantulas and Rodents