

# Lease Addendum

## Pet and Companion Animal Rules

### 1.1 Purpose

The purpose of this Policy and Lease Addendum (hereafter “Policy”) is to ensure uniformity in application of Boulder Housing Partners’ pet and companion animal policy, and to ensure the welfare of all residents and the safety and sanitation of BHP properties. This Policy does not cover Service Animals for the disabled.

**Service Animals** are not pets, but are defined by Federal Law under Section 504 of the Rehabilitation Act as auxiliary aids. A service animal is a specially trained animal utilized by individuals with physical disabilities and those with vision and hearing impairments.

**Companion Animals** do not have specific training but assist an individual in coping with a disability, such as providing emotional support. This Policy applies to Companion Animals.

**Pets** are any animals, birds, fish, or reptiles which are not Service or Companion Animals under this Policy. No exotic pets, reptiles, or spiders are allowed without written permission from management. Rabbits or ferrets are not allowed. This Policy applies to Pets.

### 1.2 Size

There are no size or breed limitations, however dogs cannot be aggressive or show any signs of aggression.

### 1.3 Number Limitations

No more than two animals are permitted in a unit. Aquarium tanks must be 10 gallons or less. Birds and fish are considered one pet.

### 1.4 Registration

All animals must be approved by and registered with BHP. Within ten (10) days of getting an animal, a resident must submit the following documentation:

1. Completed application, including emergency contact.
2. A copy of the animal’s license or certification.
3. Completed veterinarian’s statement.
4. Proof of spaying or neutering.
5. Payment of deposit.

### 1.5 Pet Fees

There is a \$25.00 per month per pet charge.

A non-refundable pet fee of \$300.00 per pet will also be collected from the resident at time of application. At the time of move-out, any damages to the unit, building, grounds, floors, walls, trim, finish, tiles, carpeting, etc. caused by the pet will be the full responsibility of the resident and collected from the security deposit. If the security deposit is not adequate to cover the cost

of the damages caused by the pet, the excess amount will be charged to the resident. An itemized list of charges due will be sent within 60 days of the resident's move-out date provided the resident has given proper written notice to BHP.

### **1.6 Vicious Animals Prohibited**

Any animal that behaves in a vicious or threatening way or is otherwise dangerous to other tenants and/or BHP employees will be subject to removal under Section 1.13. It is the Resident's responsibility to insure that their animal behaves in a safe and non-threatening manner at all times.

### **1.7 Inoculations, Spayed and Neutered**

All pets must be current in their vaccinations and inoculations. A veterinarian's statement to this effect must be submitted at the time of the resident's annual recertification. All animals are required to be spayed or neutered.

### **1.8 City Ordinances**

Pet owners must comply with all city ordinances, including, but not limited to:

- 4-7-2 Licensed required.
- 4-7-5 Rabies Inoculation required.
- 4-7-6 Dog tags required.
- 6-7-1 Improper Care of Animals Prohibited.
- 6-1-16 Dogs Running at Large Prohibited.
- 6-1-18 Removal of Animal Excrement Required.
- 6-1-19 Barking, Howling, or Other Unreasonable Animal Noise Prohibited
- 6-1-20 Aggressive Animals Prohibited
- 6-1-21 Animals as Nuisance Prohibited.
- 6-1-22 Nuisance Cat Prohibited

### **1.9 Public Access**

Pets are not allowed in public lobbies, community rooms, TV lounges, laundry rooms, SRO units, or other public gathering places, except when accompanied by the resident and then only as necessary for access to and from the resident's dwelling unit. Pets may not be tied up outside and left unattended. Pets must be on a leash outside of the dwelling unit.

### **1.10 Unit Care and Inspection**

The resident agrees to maintain the unit in a sanitary and odorless condition. The resident shall be responsible for the immediate and appropriate removal of any feces deposited by the animal. Cat litter will not be disposed of by flushing down toilets. Charges for unclogging toilets or clean up of common areas attributable to pet nuisance will be billed to and paid for by the resident.

### **1.11 Sick or injured animals**

No sick or injured animal will be accepted for occupancy without consultation of and written acknowledgement of a veterinarian as to the condition of the animal's ability to live in an apartment situation. Denial of the animal regardless of documentation and consultation is the

prerogative of management. Admitted animals that suffer illnesses or injury must be immediately taken for veterinarian care at the resident's expense.

### **1.12 Resident's Absence**

If for any reason the animal is left unattended for more than twelve (12) hours, BHP may call the designated alternative care provider and that person will then be permitted to enter the dwelling unit and be required to remove the animal. If the alternative care provider cannot be reached, the animal may be placed in an appropriate boarding facility with all costs and fees borne by the resident. Within 5 days of an emergency, the resident, the resident's agent, family or estate shall make arrangements with the holder of said animal as to its disposition and shall be responsible for all obligations, financial and otherwise, for the actions taken on behalf of the resident, or the well being of the animal. In the event the resident can no longer care for the animal due to health deterioration, the resident agrees to remove the animal from the dwelling unit.

### **1.13 Animal Behavior and Violation of Policy**

Upon receipt of a verified animal complaint, BHP will issue a written warning to the resident. Three verified complaints within any twelve-month period shall constitute a violation of this pet policy and the resident may be required to remove the animal from the dwelling unit. If the animal bites any person, it shall be promptly removed from the dwelling unit and may not return. The resident must certify that the animal is no longer living in the dwelling unit and will not return in the future. Misrepresentation of this certification or refusal to remove the animal will be grounds for eviction of the resident. BHP reserves the right to act immediately in animal removal situations deemed an emergency.

### **1.14 Unauthorized Pets**

If BHP discovers that a resident has one or more pets which have not been registered and approved as required by this policy, the resident will be notified to remove the pet(s) from the unit and will forfeit the right to have a pet in the future on BHP property. If a resident allows a pet to occupy the home prior to written consent and paying a pet fee/deposit, Boulder Housing Partners will notify the resident of a lease violation. Resident shall have three (3) days from notification to remove the pet from the apartment and will be assessed a \$100.00 unauthorized pet fee. If the resident does not remove the pet within three (3) days, a second notice will be sent and another unauthorized pet fee will be charged. If the unauthorized animal is not removed after the second notice, a demand for compliance or possession will be served on the resident.

### **1.15 Liability**

The resident shall be strictly liable for the entire amount of any injury caused by their animal to the person or property of another resident, a neighbor, or a member of BHP staff.

### 1.16 Pet information

This section must be filled out completely:

Resident's name: \_\_\_\_\_

Address: \_\_\_\_\_

Pet's name: \_\_\_\_\_

Pet's age: \_\_\_\_\_

Description: \_\_\_\_\_

Vet's name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

License number: \_\_\_\_\_

**Signature of Vet:** \_\_\_\_\_

Date and evidence of:

Type: \_\_\_\_\_ Weight: \_\_\_\_\_ Certification of good health: \_\_\_\_\_

Rabies: \_\_\_\_\_ Distemper: \_\_\_\_\_ Spayed/neutered: \_\_\_\_\_

Designated alternative care provider: \_\_\_\_\_

By my signature below, I acknowledge:

- And understand the provisions of this lease addendum
- Acceptance of the terms of this lease addendum
- Receipt of a copy of this lease addendum
- **And understand that this applies only to the above-mentioned pet and that I must follow the process if this pet is removed from my household and I wish to get another pet**
- And understand that this addendum becomes a legally-binding and fully-enforceable part of my Lease with BHP.

\_\_\_\_\_  
Resident's signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
BHP Representative Signature

\_\_\_\_\_  
Date