

**COMPANION AND SERVICE ANIMAL POLICY AND DEPOSIT AGREEMENT**

**ANIMAL AGREEMENT** This agreement is made between Brookside Meadows and resident(s) of the apartment home located at: \_\_\_\_\_, and is effective as of the date of the last signature below. In response to resident’s request, Brookside Meadows agrees to allow resident to house the following housebroken animal(s) at the same address.

Name \_\_\_\_\_ Breed \_\_\_\_\_ Type/Color \_\_\_\_\_ Weight \_\_\_\_\_ Age \_\_\_\_\_

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Brookside Meadows has certain breed restrictions that are not allowed anywhere or anytime on The Premises. Below is a list of the restricted breeds:

**Akitas**

**Mastiffs**

**Cane Corsos**

**Great Danes**

**Alaskan Malamutes**

**Siberian Husky**

**Pit Bull Terriers**

**Staffordshire Terriers**

**Rottweilers**

**German Shepherds**

**Presa Canarios**

**Chows Chows**

**Doberman Pinschers**

If any of these Breeds are found on the Premises, Resident is subjective to fines and eviction.

*Copy of current rabies certificate shall be attached to this agreement, as well as picture of animal and proof of animal’s weight. If you do not have Veterinary documentation of animal’s weight, animal must be weighed at office (due to the imposed limitations.)*

**ANIMAL POLICY** Brookside Meadows is pleased to offer apartment homes to residents with housebroken/ neutered animals. Specific buildings throughout the community will be designated as “Animal-Friendly Residences” and animals will be allowed in those buildings only. The following rules shall apply:

1. A maximum of 2 housebroken animals are allowed per residence.
2. Animals must be spayed or neutered and have all proper licenses, permits and required shots.
3. SERVICE ANIMALS ONLY are allowed in the pool area, clubhouse, or other recreational facility.
4. The maximum full-grown weight for dogs is 50 pounds. (Service animals are exempt from this limitation.)
5. Dogs must never be left unattended outdoors, and must ALWAYS be kept on a leash with a maximum length of ten feet. Dogs must be curbed and all waste properly cleaned and disposed of by the tenant. Should violations be observed, applicable charges (as set forth in the schedule of fees) for staff removal of animal waste will be posted to owner’s account upon each violation.
6. Cats must be indoor-only cats. Brookside Meadows does not allow free-roaming cats on the property.
7. Management reserves the right to disapprove of animals other than cats and dogs. Management approval of any animal other than a cat or dog MUST be obtained prior to housing the animal.
8. Fish and/or animal tanks may not exceed 1 gallon in capacity.

**ANIMAL DEPOSIT** Residents will pay designated security deposits, one-time non-refundable fees, and monthly fees per dog and per cat during the lease term. (Upon the loss of an animal, proper documentation approved by management will terminate the monthly fee for that particular animal. Animal deposit will remain with Security Deposit until resident vacates.) Animal deposits and fees are as follows:

1. Each dog requires a \$250 non-refundable fee and a \$250 refundable deposit. The monthly fee is \$ \_\_\_\_\_ per dog.
2. Each cat requires a \$250 non-refundable fee and a \$250 refundable deposit. The monthly fee is \$25 per cat.
3. After expiration of lease and residents vacate the premises, management will determine the damages, if any, caused by the animal(s) housed in that apartment home. (This includes the cost of any necessary de-

fleeing, deodorizing, and shampooing of carpet to protect future residents from possible health hazards.) Such damages shall be deducted from the refundable portion of the animal deposit. Should animal deposit be insufficient to cover damages, remainder of animal damages will be deducted from security deposit. (Security deposit and animal deposit are accounted for on the Security Deposit Agreement.) **In addition, all fines levied and all security used while the tenant is in occupancy must be replaced to the security account in the form of a bank or tellers check in the exact amount of the fine levied.**

**This animal agreement is conditioned on the following terms:**

**Only** the above mentioned animals will be kept at the premises. This agreement shall not be construed as permitting additional animals, or the replacement of the described animal(s) with another in the event of its transfer, loss, or death. Resident will provide Brookside Meadows with an animal deposit, in conjunction with the required security deposit, in accordance with the requirements and in the amounts designated above.

All dog owners must maintain current liability insurance with a policy limit of no less than \$100,000.00 evidencing coverage for the resident(s) and Brookside Meadows, which must be named as an additional party insured, against any injury or damaged caused by the subject dog(s). An initial copy of the liability insurance policy must be provided to Brookside upon execution of this agreement. Copies of any new policies or renewal policies must be provided to Brookside Meadows' management office annually.

Residents shall comply with all applicable laws, ordinances and regulations pertaining to animals and the keeping and care of animals. Residents shall prevent the animal(s) from becoming an annoyance to or source of discomfort or complaints from, other tenants of the building or complex, or neighbors. Any and all urine, fecal matter, or other excretions from the animal shall be cleaned up by tenant immediately. The animal may not be allowed to urinate or defecate on any unprotected flooring inside the premises. Resident shall remove and properly dispose of any and all animal waste inside and outside the premises.

Resident shall prevent the animal from doing any damage to the rental unit or common areas or other rental units in the building or complex. Animal shall not be fed or watered directly on any carpeted area in the rental unit. Resident shall not permit the infestation of the unit by fleas or other vermin caused by the animal. Resident shall be liable for all damages or expenses arising out of the actions of the animal, and shall hold Brookside Meadows owners, agents, and employees harmless from all liability or loss arising out of the actions of the animal.

In the event management receives a complaint regarding the resident's animal, the resident agrees to fully cooperate with management in its investigation of the complaint, including but not limited to scheduling an appointment to allow management to view the animal.

In the event that management, in its sole discretion, shall determine that it is in the best interest of Brookside Meadows to revoke this agreement, management shall provide resident with thirty (30) days written notice to remove the animal. However, should the animal be deemed a safety or health threat management may demand removal of the animal within five (5) days. Resident shall permanently remove the animal from the premises within thirty days, or five days if required, in compliance with such notice. The animal deposit shall remain a portion of the security deposit to be accounted for according to law upon vacation of the premises by tenant.

**Visiting Animals**

If an animal will be visiting for a period of time longer than seven (7) days, the Resident must notify management at Brookside Meadows.

***If Brookside Meadows is not informed of a visiting dog, there will be a \$100 fee to the Resident.***

This agreement is an addendum to the Lease by which resident leases the premises listed above, and upon execution by all parties shall become a part thereof. The breach of any term of this Animal Agreement shall be deemed a breach of the Lease and subject to all remedies available under state law. **Acceptance of this agreement by one resident-occupant shall be deemed accepted by and shall be binding upon all other resident-occupants of the apartment home**

\_\_\_\_\_  
**Resident Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Brookside Meadows Management Signature**

\_\_\_\_\_  
**Date**