## **Animal Policy Addendum**

The following shall be incorporated in the above referenced Lease ("Lease") as if set forth in full therein. In the event of a conflict between the terms of the Lease and the terms of this Addendum, the terms of this Addendum shall control.

The purpose of this addendum is to ensure that the Animal Policy Addendum of Housing Catalyst is applied uniformly, and that the welfare of all Residents and the sanitation of Housing Catalyst properties is protected. In consideration of their mutual promises, Landlord and Resident(s) agree as follows:

- No animals are permitted on or about the Complex without The Landlord's prior written consent. For the purpose of this Addendum, the Complex shall include the Dwelling Unit, all Housing Catalyst-managed properties and leasing offices, as well as the main office on Mountain Avenue.
- No other animal (including any offspring) shall be permitted by Resident(s) in the Complex at any time, pet sitting is not permitted, unless with prior approval from Landlord or when listed as an Alternative Care Provider for another resident.
- Animals must be on a leash at all times while on the Complex (including cats), except within the Resident's private Dwelling Unit.
- Animals must be under control at all times.
- Animals are not allowed unattended within the Complex, including in public lobbies, community rooms, laundry rooms, or other public gathering places, except within a Dwelling Unit. This includes tethering, being tied up outside, and being left on patios and balconies unattended.
- Cleaning up animal waste is the animal owner's responsibility. Animal waste is not allowed in the Dwelling Unit, including on patios or balconies.
- All animals must be current in their vaccinations and inoculations, and current with their Larimer County License. Proof of the same may be requested by Housing Catalyst at any time.
- Feeding wild animals, including squirrels and birds, may not be permitted on the Complex or in and around the Dwelling Unit, at Landlord's discretion.
- If The Landlord discovers that a Resident has one or more animals on the Complex which have not been registered and approved as required in this policy, the Resident will be notified to remove the animal(s) from the unit and may forfeit the right to have an animal in the future.

<u>Unit Care and Inspections:</u> The Resident agrees to maintain the unit in a sanitary and odorless manner. The owner of any animal shall be responsible for the immediate removal of any feces deposited by such animal in the Dwelling Unit or on the Complex. No alterations may be made to the Dwelling Unit or surrounding area. The resident acknowledges that inspections may be scheduled by the Property Management regarding any concerns about animal or unit care. Housing Catalyst will abide by the terms of the lease regarding proper notice of entry and/or inspection to the Resident.

Animal Behavior and Violation of Policy: Upon receipt of a verified animal complaint or observation of any violation, Housing Catalyst will issue a written Lease Violation Notice and/or Demand for Compliance to the Resident. Verified complaints or observed violations which have been explained and documented constitute a violation of this Animal Policy Addendum and the Resident may be required to remove the animal from the Dwelling Unit. The Resident must certify that the animal is no longer in the Complex and will not return in the future. This may include required documentation of re-homing the animal and unit inspections. Misrepresentation of this certification or refusal to remove the animal, or otherwise comply with the terms of a Lease Violation Notice and Demand for Compliance, may be grounds for eviction of the Resident. Housing Catalyst reserves the right to act immediately in animal removal situations deemed an emergency.

Resident's Absence: Animals shall not be left unattended for more than 24 hours. The Resident agrees that if for any reason the animal is left unattended for more than 24 hours, the Resident will provide information on how the animal will be cared for. An alternative care provider shall be designated ahead of time with their contact information provided prior to said absence. Housing Catalyst may contact the designated alternative care provider if the Resident is unable to do so, and that person will be permitted to enter the Dwelling Unit to remove the animal. If

the alternative care provider cannot be reached, the animal may be placed in an appropriate boarding facility with all fees and costs as a responsibility of the Resident. The Resident absolves Housing Catalyst and its agents of all liability, financial or 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, the Resident agrees to safely remove the animal from the Dwelling Unit.

Assistance Animals: Assistance animals are not considered pets, and thus, are not subject to Housing Catalyst's pet policy regarding weight, breed, monthly rent, or deposit. They are defined by Federal Law under Section 504 of the Rehabilitation Acts as auxiliary aids. Assistance animals provide support to persons with disabilities and afford them an equal opportunity to use and enjoy a dwelling. Assistance Animals must be permitted in all areas of the facility where members of the public are allowed. Assistance Animals may not be tied up outside or left unattended and must be on a leash outside of the Dwelling Unit, unless otherwise approved via written communication by Housing Catalyst. Assistance animals are subject to all terms of the Animal Policy Addendum unless explicitly otherwise approved in this section or via written communication by Housing Catalyst. Assistance Animals must be approved via the Housing Catalyst Reasonable Accommodation process.

<u>City Ordinances:</u> All Residents are required to comply with all Fort Collins City and Larimer County ordinances covering animals. These include the following sections of the City code:

Section 4-51 Rabies vaccination required.

Section 4-70 Improper care or treatment prohibited.

Section 4-71 Removal of animal waste required.

Section 4-73 Limitation on possession and feeding of wild or exotic animals.

Section 4-93 Animals at large prohibited.

Section 4-94 Disturbance of peace and quiet prohibited.

Section 4-95 Public nuisance prohibited.

Section 4-96 Dangerous animals prohibited.

Section 4-97 Vicious animals prohibited.

## **Household Pets**

It is the policy of Housing Catalyst to permit each household a maximum of two household pets. All animals must be pre-approved by The Landlord.

Pets are dogs, cats, or animals that are not fully caged. Property Management reserves the right to determine if an animal is considered a Household Pet or a Caged Animal.

<u>Breed Restrictions</u>: Housing Catalyst follows the current Larimer County breed and animal restrictions. Documentation of breed can be verified by a veterinarian doctor and may be requested at Landlord discretion.

Pet Deposits are as follows: \$300.00 per household.

These deposits may be fully refundable based upon the condition of the Dwelling Unit at move-out.

Monthly Pet Rents are as follows: 1 Pet - \$25.00 2 Pets - \$35.00

## **Caged Animals**

Residents are permitted to keep two caged animal enclosures (including reptiles, fish, and birds) in addition to their household pets and assistance animals.

- Caged animals are not subject to Animal Deposits or Rent.
- Caged animals must remain in their cages and are not allowed to roam free in the Dwelling Unit or on the Complex.
- Cages must always be kept clean and in an odorless manner.
- Aquariums and terrariums are permitted but must not exceed 50 gallons.

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