

# The Cottages of Lubbock

## Pet Lease Addendum

Please Note: We consider animals a serious responsibility and a risk to each resident in the apartment. If you do not properly control and care for an animal, you'll be held liable if it causes any damage or disturbs other residents.

We enforce a 30 lb weight limit for all animals. If the animal will weigh greater than 30 lbs at the time of maturity (even if the animal currently is still growing and is less than 30 lbs), the animal is not allowed. Pets may not exceed 30 lbs without written permission. All dogs are subject to pet interviews for approval. **Please attach a recent photo of the animal.**

**We reserve the right to refuse certain breeds such as Pit Bulls, Rottweilers, Doberman Pinschers, Chow Chows, and other breeds or individual animals deemed aggressive at the sole discretion of management.**

### 1. General

This Pet Lease Addendum modifies the Lease Contract between TTUC, LLC or The Cottages of Lubbock and you, the Resident (Print all Resident Names):

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The Lease Contract is referred to in this Addendum as the "Lease Contract". The term "Pet" and "Animal" are used interchangeably in this Pet Lease Agreement.

### 2. Conditional Authorization For Pet

You may keep the pet(s) that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your pet, your guests, or any occupant violate and of the rules in this Addendum.

### 3. Pet Deposit

A pet deposit of **\$75.00** will be charged. The deposit is due at the time you sign this Addendum. This pet deposit will increase the total security deposit under the Lease Contract. We will consider this additional security deposit a general security deposit for all purposes. Refund of the security deposit will be subject to the terms and conditions set forth in the Lease Contract. The additional security deposit is not refundable before all residents surrender the premises, even if the pet has been removed.

### 4. Support Animals

We may require a written statement from a qualified professional verifying the need for a support animal for a disabled (handicapped) person. We will not charge a pet deposit for any authorized support animal. We will not charge a non-refundable fee for any authorized support animal.

### 5. Additional Fee

You must also pay a **one-time non-refundable fee** of **\$500.00 per pet** for having the pet(s) in the dwelling unit. This fee is due at the time you sign this Addendum. You must also pay a fee of **\$20.00 / installment** each rent payment **per pet**.

### 6. Liability Not Limited

The additional monthly rent and additional security deposit under this Pet Lease Addendum do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.

### 7. Description of Animal

You may keep only the pet described below. You may not substitute any other pet for this one. Neither you nor your guests or occupants may bring any other animal- mammal, reptile, bird, amphibian, fish (tanks larger than 10 gallons), rodent, arachnid, or insect- into the dwelling or apartment community. **Please attach a recent photo of the animal.**

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

Type (Cat, Dog, etc.): \_\_\_\_\_

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Weight: \_\_\_\_\_ Age: \_\_\_\_\_

City of license: \_\_\_\_\_

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

Date of last rabies shot: \_\_\_\_\_

Housebroken? \_\_\_\_\_

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

## 8. Emergency

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

Doctor: \_\_\_\_\_ Phone:\_(\_\_\_\_\_)\_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

## 9. Animal Rules

You are responsible for the pet's actions at all times. You must agree to abide by these rules:

- The animal at all times must have current rabies shots and licenses required by law. You must show us evidence of the above if requested.
- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in a litter box, cage, kennel or aquarium.
- Outside, the animal may urinate or defecate *only* in grassy areas away from buildings, walkways, patios, parking lots and other areas where people live, walk or park.
- Animals may not be tied to any fixed object anywhere outside the dwelling units.
- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time.
- You must keep the animal on a leash and under your supervision when outside the dwelling. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We'll impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with kitty litter-type mix. If the animal defecates anywhere on our property, you'll be responsible for immediately removing the waste and repairing the damage. Failure to remove the waste will result in a fee of \$50.00 per resident. Despite anything in this Addendum, you must comply with all local ordinances regarding to animal defecation.

## 10. Additional Rules

We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

## 11. Violation of Rules

If you, your guest, or any occupant violates any rule or provision of this Pet Lease Addendum (based on our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees. Should we receive information indicating there is an unregistered pet in your apartment, you may be charged all pet fees and rent from the beginning of your lease period.

## 12. Complaints About Animal

If we give you written notice, you must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or residents.

## 13. Our Removal of Animal

In some circumstances, we may enter the dwelling unit and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:

- Abandoned the animal;
- Left the animal in the dwelling unit for an extended period of time without food or water;
- Failed to care for a sick animal;
- Violated our animal rules; or
- Let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures in the Lease Contract, and we may turn the animal over to the humane society or local authority. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care of kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

**14. Liability for Damages, Injuries, Cleaning, Etc.**

You and all co-residents will jointly and severely liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for is to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damages.

**15. Move-Out**

When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We- not you- will arrange for these services.

**16. Multiple Residents**

Each resident who signed the Lease Contract must sign this Pet Lease Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severely liable for damages and all other obligations set forth in this Pet Lease Addendum, even if the resident does not own the animal. The maximum number of pets living in a unit shall be no more than two pets in a two-bedroom unit, three pets in a three-bedroom unit, four pets in a four-bedroom and five-bedroom unit. **Only one pet is allowed per resident.**

**17. General**

You acknowledge that no other oral or written agreement exists regarding animals. Except for special provisions expressed above, our representative has no authority to modify this Pet Lease Addendum or the animal rules except in writing, as described above. This Pet Lease Addendum or the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

**You are legally bound by this document. Please read it carefully.**

Resident Name (print): \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Name (print): \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Name (print): \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Name (print): \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Resident Name (print): \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner or Owner's Representative: \_\_\_\_\_ Date: \_\_\_\_\_