

PET ADDENDUM

1. Pet Addendum

1.1 INTRODUCTION:

The purpose of this addendum is to convey the terms and conditions regarding pets at **Koch Senior Living in Milbank, SD.**

Pets are not permitted until all associated fees and this addendum are completed, agreed upon and signed by Tenant(s) and Management. Permission to keep a pet is a privilege, not a right, and as such, may be revoked at any time at the sole discretion of Management.

1.2 PET FEE - PET RENT

Tenant agrees to pay Management a non-refundable pet fee in the amount of \$700. This fee is separate from the security deposit outlined in your Lease Agreement.

In addition to your monthly rent, Tenant agrees to pay \$45/month Pet Rent per pet for the convenience of having a pet. Each apartment is allowed up to 2 pets (dog or cat only).

Pet rent is not set aside as a damage deposit. Any damage to premises will be billed to Tenant at identification or move out.

1.3 PET DESCRIPTION

Name: _____ Gender: _____

Breed: _____ Age: _____

Microchipped (circle one): Yes or No

Physical Description (Identifying characteristics, Identifying Marks, Fur Color(s), Eye Color(s), etc.):

1.4 PET VET CONTACT & VACCINATIONS

Main Doctor: _____

Address: _____

Phone Number: _____

Has medical inoculation records been provided? (circle one): Yes or No Date: _____ Initial: _____

Are they up to date? (circle one): Yes or No

1.5 RULES:

Tenant agrees to read and comply with the Pet Rules listed in this agreement.

Tenant understands that any complaint or notice received regarding the pet(s) is considered a violation of the Lease and may result in immediate removal of the pet(s) and/or Lease termination; whichever Management deems necessary.

Tenant also understands that no pets are permitted to visit or temporarily be boarded in the leased property; doing so would also be considered a Lease violation and subject to immediate removal of pet and/or Lease termination.

1.6 PET RULES- RESTRICTIONS-OBLIGATIONS:

1. No loud or noisy animals including excessive barking, jumping, scratching, whining, or any other sound.
2. Pets must be 6 months old/older and spayed or neutered. Management does require front paws declawed on cats.

3. No vicious or dangerous animals are permitted. Tenant must be able to maintain control over the pet at all times.
4. No animal over 50 lbs. None of the following dog breeds or any mix thereof: Newfoundland, Great Dane, Doberman Pincher, Pit Bull, Dalmatian, Saint Bernard, Rottweiler, German Shepherd, Chow, Akitas, Alaskan Malamutes, Siberian Huskies, Mastiffs, Terrier.
5. Animal must be leashed at all times while walking to & from your Apartment unit and while outside on an HME Care Services' managed property.
6. Pets are not allowed in the dining room at/around mealtimes.
7. Before pet move in, pet may be required to register their DNA using the Management provided DNA Collection Kit. If required, failure to do so will result in a \$200 fine in addition to the Non-Refundable \$700 Pet Fee.
8. Pet shall be properly maintained, licensed, and inoculated as required by local, county, or state statute, ordinance, or health code.
9. Pet shall always display owner identification and current inoculation tags.
10. Any odor resulting from any pet is considered a nuisance and is strictly prohibited.
11. Tenant assumes all responsibility and is strictly liable for any and all amount of any injury to any person or property as a result of the pet or its actions and Tenant shall indemnify Management for all costs of litigation and attorney's fees resulting from the same.
12. All food and water bowls must be placed on a protective/plastic floor covering.
13. All litter boxes must be placed on a protective/plastic floor covering and maintained in a proper and sanitary condition.
14. Used litter will be double bagged and disposed of in the trash receptacle regardless of product's claim of "flushability".
 - Any instances of incurred damages due to failure to follow will result in an additional charge to the tenant per instance.
15. Pet is not permitted to urinate or defecate on any floor in the facility or in any space designed for other tenants.
 - "Puppy Pads" are not a suitable option.
16. Tenants will always have a sanitary waste bag with them while walking the pet outside on a HME Care Services' managed property and agrees to IMMEDIATELY remove and properly dispose of any pet waste. Failure to do either of the will result in a \$250.00 charge per occurrence, plus the DNA test fee, with proof of DNA matched pet waste cleaned up by HME Care Services.
17. Pets must be taken to the designated outside area to urinate and defecate. Resident must pick up any feces and place in the pet feces receptacle outside at that time. Failure to do so will result in a \$200 fine. Repeated offenses will result in finding new placement for your pet.
 - Tenant will not throw used waste collection bags in any inside garbage bin at the property.
18. All pet waste shall be removed immediately from the grounds and disposed of properly.
19. Tenant may not abandon the pet or leave it for an extended period of time.
20. No "visiting" or temporary boarding of pets.
 - All pets spending more than 20% of the time at the facility MUST be registered with the office and must have a pet addendum executed to this lease
21. No pet will be permitted to disturb the health, safety, rights, comfort, quite or peaceful enjoyment of other residents.
22. Management may conduct bi-monthly inspections for the first year and quarter-annually thereafter. Management will give Tenant appropriate notice before inspection occurs.
23. Tenant agrees to notify Management of any violation by another Tenant or his/her pet.
24. No alterations are allowed to the home, patios, or any other part of the premises to create an enclosure for an animal.
25. All dogs must be kenneled or under tenant control when staff or service personnel enter the residence.

By signing this addendum, you agree that if for any reason your pet is left unattended and/or is causing a disturbance and/or nuisance, Management has the right to enter the residence to remove the pet and transfer it to the proper authorities, (I.E the local animal shelter, or humane society). You will hold Management harmless in such circumstances.

Tenant understands that this list is subject to change as deemed necessary by the Management.

I have read, understand, and agree to all the terms and conditions described above in the Pet Deposit, Pet Fee, Pet Rent, and Rules section of this Pet Addendum agreement.

1. _____ Tenant Name (Please Print)	_____ Tenant Signature	_____ Date
2. _____ Tenant Name (Please Print)	_____ Tenant Signature	_____ Date
_____ Community Representative		_____ Date