**Addendum E**

Village Place

Pet Agreement

Management consents to the Resident keeping in the Residence the household pet (“Pet”) described as follows:

Kind and Breed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Color/Description \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Weight \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Age \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rabies Vaccination # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Copies of the following documents will be required and filed with this Agreement:

1. Current Pet License

2. Proof of current annual vaccination record from local veterinarian

# Resident Responsibilities

The resident will keep the Pet in the Residence except when walking the Pet, if applicable, or transporting it to and from the Residence. The Resident will not allow the Pet in lobby, friendship room, lobby or in other common residential areas, and will carry or walk the Pet by leash to and from the Residence by side entrances of the building, when available or feasible. The Resident will, if applicable, walk and curb the Pet only in areas designated by Management and will be responsible for immediately and appropriately cleaning up and removing the Pet's waste. A designated lawn area for curbing and toileting animals is located on the Northwest corner of the property. The designated area must be returned to its original condition after use. All waste that is disposed of must be in a sealed plastic disposal bag. Management will not tolerate an incontinent Pet. When the Pet is not in the apartment, the Resident will, if applicable, keep it on a leash no longer than six (6) feet or in a carrier or other appropriate closed and ventilated container, and in the control of the Resident. The Resident will ensure that, if applicable, the Pet wears a collar with appropriate identification at all times.

The Resident will comply with all vaccination and licensing requirements applicable to the Pet in the State of Iowa, and the City of Marion. The Resident will be responsible for the health, welfare and proper care of the Pet, and will comply with appropriate standards of care, treatment and grooming. The Resident will ensure that the Pet does not disturb or infringe on the right of other residents to the peaceful enjoyment of their Residence and the common areas. The Resident will not leave the Pet unattended when the Pet is not in the residence, or leave the Pet unattended for extended periods within the Residence.

The Resident will be liable for any personal injury or property damage caused by the Pet that is suffered by the Owner or Management, or by their employees or agents, or by other residents, guests or invitees of the Community. The Resident will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by Management in enforcing any liability of the Resident under this Agreement.

Resident will pay a one time, refundable Pet Fee of $500 as specified in Addendum A. No more than two (2) Pets, in any combination, shall be maintained in the Residence at any time.

# Acceptable Pets

Small animals including cats, birds, fish and dogs are the only animals allowed to live with a resident in their unit. Reptiles, marsupials or farrow animals are prohibited.

# Term and Termination

This Agreement will continue until the Rental Agreement between the Resident and Owner is terminated, unless either party terminates this Agreement for any reason by giving fourteen (14) days prior written notice to the other party. Management may terminate this Agreement on twenty-four (24) hours notice in the event the Resident breaches any of the Resident's obligations under this Agreement. Management reserves the right to immediately terminate this Agreement if any Pet is deemed a nuisance (i.e., loud barking, disturbing the peaceful enjoyment of other residents or other unacceptable conditions).

In the event the Pet is left unattended for more than twenty-four (24) hours, or if Village Place determines that the Resident, for any reason, is unable to care for the Pet, Village Place reserves the right to arrange for the Pet to be delivered to:

Sponsor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

If such sponsor is not available to receive, or refuses to receive, the Pet, Owner may deliver the Pet to such other individual or agency as Management determines to be appropriate. The Resident will pay all costs of delivery, feeding, care, treatment and housing of the Pet. The Resident acknowledges that the Resident has no right to keep a Pet, except to the extent expressly permitted by this Agreement. Management reserves the right to withdraw this consent to the Resident keeping the Pet at any time by terminating this Agreement, as permitted above.

If no Pet Fee amount is indicated in Addendum A, Resident warrants, represents and agrees that Resident does not have, and will not have or allow guests or visitors to have, a Pet in the Residence.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Resident’s Signature(s) Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Village Place Date