

HOFFHINES PROPERTIES
ANIMAL ADDENDUM
Becomes part of Lease Contract

Please note we consider animals a serious responsibility and a risk to each resident in the neighborhood. If you do not properly control and care for an animal you'll be held liable if it causes any damage or disturbs other neighbors.

1. Dwelling unit description:

Address: _____

2. Lease contract Description

Lease Contract Date: _____

Owner's name: Hoffhines Properties

Residents: _____

3. Conditional authorization for animal. You may keep the animal 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 animal, your guests, or any occupant violate any of the rules of this addendum.

4. Animal deposit. An animal deposit of \$_____ will be charged. It is our policy to not charge deposit for documented support animals.

5. Additional monthly rent. Your total monthly rent will be increased by \$___-0-_____. The monthly rent amount in the RENT provision on page 1 of the lease contract does not include this additional animal rent.

6. Liability not limited. The additional monthly rent an additional security deposit under this animal addendum do not limit residents' liability for property damages, cleaning, deodorization, de-fleaing, replacements or personal injuries.

7. Description of animals You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests may bring any other animal(s), mammal, reptile, bird or amphibian, fish, rodent, arachnid or insect into the dwelling or apartment community.

Animal's name: _____

Type : _____

Breed : _____

Color: _____

Weight : _____

Age: _____

City of license : _____ Ellsworth, Kansas _____

License number: _____ (provide a copy of license)

Date of last rabies shot: _____ (provide proof of rabies shots)

Housebroken: _____

Animals owner's name: _____

8. The following special provisions control over conflicting provisions of the printed form: **Maximum of two pets per unit not to exceed combined weight of 75 lb fully grown.** A fine of \$100 will be assessed for all unauthorized pets. No aggressive breeds allowed. Restricted breed include, but not limited to: Pitbull, Rottweiler, German Shepherd, Husky, Alaskan Malamute, Doberman Pinscher, Chow Chow, Presa Canario, Dalmatian, Akita and any mixed breeds of these types of canines.

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

Doctor: _____

Address city state ZIP : _____

Phone number _____

10. **Animal rules** You are responsible for the animal's actions at all times you agree to abide by these rules:

The animal(s) must not disturb the neighbors, 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 these designated areas: Cats inside with litter box.

Outside, the animal may urinate or defecate only in these designated areas: Dogs outside away from sidewalks and buildings.

Animals may not be tied to any fixed object anywhere outside the dwelling.

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 or any private fenced area. We or our representative may pick up unleashed animals and or report them to the proper authorities. We may impose reasonable charges for picking up and or keeping unleashed animals.

If the animal defecates anywhere on our property, you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this addendum says, you must comply with all local ordinances regarding animal defecation.

11. **Additional rules.** We have the right to make reasonable changes to the animal rules from time to time and will distribute a written copy of any.

12. **Violation of rules.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon 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 to the extent allowed by law.

13. **Complaints about animal.** 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.

14. **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 take care of a sick animal; violated our animal rules; or let the animal defecate and urinate where it's not supposed to. In doing this, we must follow the procedures of the lease contract and we may board the animal or turn the animal over to Humane Society or local Authority. We'll return the animal to you upon request if we haven't already turned it over to the Humane Society or local Authority. We don't have a lien on the animal for any purpose but you must pay for reasonable care and 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.

15. **Liability for damages, injuries, cleaning, etc.** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, de-fleaing, 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 us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal you are strictly liable for the entire amount of any damage or injury that the animal causes to a person or anyone's property. In the maximum extent permitted by law, you hereby agree to indemnify and hold us harmless from any and all claims, damages, costs, including reasonable attorney fees, and lawsuits that arise from you owning any animal or maintaining an animal in the premises or anywhere on the apartment community.

- 16. **Move out.** When you move out, you'll pay for de-fleaing, deodorizing, and shampooing (if we deem it necessary) to protect future residents from possible health hazards, regardless of how long the animal was there. If you do not pay for these items, the expense will be held out of your security deposit.
- 17. **Multiple residents.** Each resident who signed the lease contract must sign this animal addendum. You, your guest, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this animal addendum, even if the resident does not own the animal.
- 18. **General.** You acknowledge that no other oral or written agreement exist regarding animals. Except for written rule changes under paragraph 11 above, our representative has no authority to modify this animal addendum or the animal rules except in writing. This animal addendum is considered part of the lease contract described above and you have received a copy.

19.
This is a binding legal document. Read it carefully before signing.

Residents:

Owner or owners representative:

Date: _____

9-29-21

Reference: www.ada.gov/service_animals_2010.htm