CITY OF FRANKLIN

Marcellus Flats
PET AGREEMENT & POLICIES

MARCELLUS FLATS
HUTCHINS BUILDING

This Agreement entered into this _____ day of _____, 20___, by and between City of Franklin, Owner, and _____, Tenant(s), in consideration of their mutual promises agree as follows:

A. PURPOSE

The purpose of this addendum to the Lease Agreement is to ensure that pet ownership will not be injurious to persons or property, nor violate the right of all tenants to clean, quiet, and safe surroundings in the building.

The Tenant desires and has received written approval from the Owner to keep the pet named _____and described as follows (photo must be attached):

_____

This Agreement serves as written approval and will be granted after all conditions of this Agreement have been fulfilled.

This Agreement is an Addendum to and part of the Lease Agreement between the Owner and the Tenant executed on _____. In the event of default by Tenant of any terms of this Agreement, Tenant agrees, upon proper written notice of default from the Owner, to cure the default, remove the Pet or vacate the premises. Tenant agrees Owner may revoke permission to keep said Pet on the premises by giving Tenant proper written notice. Failure to comply on the part of the Tenant will be deemed material non-compliance of the Lease Agreement and will be grounds for termination of tenancy.

B. CERTIFICATE

The Tenant must present a Veterinarian's Certificate that the Pet is in good health, has current and necessary inoculations and booster shots, and is spayed or neutered. The Veterinarian Certificate must be updated annually. The Certificate must be presented prior to the Pet coming onto the premises. If the animal is too young, the Tenant agrees to have the Pet neutered or spayed when the Pet reaches the suitable age. Failure to do so is in non-compliance with the terms of this addendum and the Lease Agreement. The Tenant agrees to comply with all Health and Safety Codes and all other applicable governmental laws and regulations relating to pets.

C. PET FEE & RENTAL DEPOSIT

1. Tenant agrees to pay a Pet Fee of one fourth of one month's rent in addition to the rental security deposit.
2. The Pet Fee is nonrefundable and will be used towards, but is not limited to, repairs, cleaning, removal of dander in ventilation systems, treatment for flea infestation, or replacement of any part of the apartment or premises damaged by the pet. The Tenant's liability for damages applies to flooring, doors, walls, window fixtures, windows, screens, cabinets, appliances, and any other part of the dwelling unit, landscaping, or other improvements to Owner's property. It is further understood that damage charges are not limited to the deposit held by the Owner.

D. PET CATEGORIES

A common household pet shall be defined as: A domesticated animal, of one dog or one cat, which is traditionally kept in the home for pleasure rather than for commercial purposes.

1. Only one dog or one cat may be kept by the Tenant and may not exceed forty (40) pounds.

2. An aquarium up to a 10 (ten) gallon tank may be maintained for non-dangerous fish only, and may not be used for other animals such as amphibians, reptiles, rodents, etc.

E. PET EMERGENCY

In case of an emergency or illness, the following person, located no more than 60 miles from the dwelling, will remove my Pet from the premises and be solely responsible for its care:

Name: _____ Relationship to Tenant: _____

Address: _____ Telephone: _____

Signature of Responsible Party: _____

F. RESPONSIBILITIES & CARE

1. The Tenant agrees that if for any reason the Pet is left unattended as specified or whose health is jeopardized by the Tenant neglect, mistreatment, or inability to care for the animal, the Owner shall contact the Pet Emergency Person named above. Such circumstances shall be deemed an emergency for the purposes of the Owner's right to enter the Tenant's' unit to allow such person to remove the animal from the premises. The Owner accepts no responsibility for any pet so removed. The specifications for unattended pets are as follows, no longer than:
    a. Dogs – 9 hours, Cats – 12 hours
2. All animal waste or litter from litter boxes or cages is to be picked up and disposed of in SEALED PLASTIC BAGS and placed in the trash bin outside the building.
    a. Cat litter must be emptied and replaced at least twice weekly and cleaned daily to minimize odor.
    b. Litter from litter boxes nor waste is **not** to be disposed of down the toilet.
    c. If a smell is developed because of improper care of the Pet, the Owner shall first give one verbal reprimand, followed by written notice to remedy within 7 days. The next notice of the problem shall result in the Tenant being required to remove the Pet from the building.
    d. The Tenant agrees to use an appropriate scoop to clean up Pet waste on the exterior grounds and all surrounding property. The debris shall be disposed of in a sealed plastic bag in a designated outdoor trash receptacle.
    e. An aquarium must be cleaned monthly and water changed to maintain an odor free environment.
3. The Tenant agrees to provide adequate care, nutrition, exercise, and medical care for the Pet.
4. The Tenant agrees and is aware that the Owner may impose a $25.00 per occurrence waste removal charge, in the event that the Tenant does not comply with the procedures of disposal of pet waste.

G. INSPECTION

The Owner reserves the right to inspect the Tenant's unit on a frequency of not less than every three months to verify unit condition.

H. PET RESTRAINTS

1. The Pet must be kept in the Tenant's apartment at all times when not under the direct control of the Tenant.
2. The Pet must be on a leash at all times when on the building property outside the apartment unit. At no time will the Pet be allowed to roam free.
3. The Tenant agrees to keep the Pet under control at all times so that the Pet does not jump up on other tenants or guests on the property and that they are not bothered or unduly frightened by excessive barking or other aggressive behavior.
4. A Pet that disturbs the peace and quiet of the neighbors through noise, smell, animal waste, biting,

scratching or other nuisance will be in non-compliance as set forth in Section A.

5. The Pet shall be totally removed from their units for the full amount of the specified time for any commercial treatments of chemicals or applications, exterminating or defleaning of the building, for the safety of the Pet.
6. The Tenant acknowledges that other tenants may have chemical sensitivities or allergies or are easily frightened by animals. The Tenant, therefore, agrees to exercise common sense and common courtesy in respect of other tenants' rights to peaceful and quiet enjoyment of the premises.
7. The Tenant assures the Pet is quiet and housebroken and will not cause damage or disrupt other Tenant's living environment.
8. Tenants shall not alter their apartment or any part of the premises to create an enclosure for the Pet.
9. Tenants are prohibited from feeding stray animals. Feeding of stray animals shall constitute having a Pet without permission.
10. Visitors or guests are prohibited from bringing pets onto the premises.
11. All aquariums must be sealed against leakage and properly cleaned and maintained.

I. NON-COMPLIANCE

Tenants who violate the terms of this Agreement will be required to remove the Pet from the premises upon notice from the Owner within:

1. A reasonable time commensurate with the exigency of the situation.
2. Thirty days in all other cases.
3. Failure to comply may result in revocation of permission to have a Pet by the Owner.
4. Failure to comply could result in termination of tenancy.

The Tenant has read and agrees to comply with this Pet Agreement & Policies and agrees to comply with such rules and regulations as may be reasonably adopted from time to time by the Owner. The Tenant further agrees to review this Agreement at the time of annual recertification.

Tenant Signature: _____ **Date:** _____

Co-Tenant Signature: _____ **Date:** _____

Owner/Manager Signature: _____ **Date:** _____