

# PET AGREEMENT

THIS AGREEMENT between the parties whose authorized signatures appear below as "Landlord" and "Tenant" shall be incorporated by reference into any written or oral rental agreement between the parties covering the premises indicated below in the same manner and to the same effect as if it had been originally incorporated therein.

Address of Premises \_\_\_\_\_ Apt. # \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

Description of Pet \_\_\_\_\_ Age \_\_\_\_\_ Name of Pet: \_\_\_\_\_

Deposit Required \$ \_\_\_\_\_ Date of Rental Agreement: \_\_\_\_\_

**WHEREAS** Tenant has expressed a desire to keep a pet or pets on the premises and recognizes that certain damage or liability may result by reason of such pet; and whereas Tenant has agreed to indemnify Landlord from any and all damage or liability caused by said pet or pets; NOW THEREFORE, the parties mutually covenant and agree as follows:

1. Landlord agrees to permit Tenant to keep the pet or pets described above on the premises subject to the terms and conditions provided herein and Tenant agrees that no other pet or animal shall be kept on the premises.
2. Tenant agrees to deposit the sum of money specified above as additional security for the performance of the terms of this agreement and any other rental agreement between the parties, receipt of which is hereby acknowledged by Landlord.
3. In addition, Tenant agrees to indemnify Landlord for any damage or liability caused to Landlord by reason of said pets. Landlord shall have the right to inspect the premises monthly and Tenant shall pay for all damage promptly. Any damages not paid upon request of Landlord shall be added to the rental due on the next rental payment date.
4. Tenant represents that the pet or pets involved are quiet and housebroken and will not cause damage or annoy other tenants. Tenant also agrees to abide by the following rules:
  - a. If the pet is a dog, it must be on a leash at all times except when inside the Tenant's premises. Walks for sanitary purposes must be conducted away from the grounds or general premises of the building.
  - b. If the pet is a cat, it must be kept inside the Tenant's premises at all times and a sanitary pan must be available for the cat within the premises. If a cat is prone to scratch furniture owned by Landlord, a scratching post shall be provided by Tenant.
  - c. If pet is a bird, it shall at no time be let out of the cage to roam the premises. Containers for fish shall not exceed ten gallons.
5. At the termination of Tenant's occupancy and after the premises have been completely vacated of Tenant's possessions, Tenant agrees to notify Landlord of a convenient time for mutual inspection of the premises and the following procedure shall be adopted: (a) If there is no damage to the premises or furnishings, Landlord will return the deposit to Tenant. (b) If there are repairs to be made, deposit will be returned after completion of the repairs, less the cost of such repairs. (c) If damage exceeds the deposit, Tenant agrees to promptly pay for such excess. All refunds will be made within 30 days from date of final inspection.
6. It is understood that this document contains the full understanding of the parties relative to pets and may not be modified except as may be indicated in the space immediately below.
7. In the event of default by Tenant of any of the above terms or representations, Tenant agrees to either remove the pet or vacate the premises within three days after receiving written notice of default from Landlord. Failure to comply with such notice within the allotted time shall entitle Landlord to apply the deposit toward any costs of enforcing this agreement and re-renting the premises, including loss of rent. Tenant further agrees to pay such additional legal expense, including reasonable attorney's fees, as may be necessary to enforce any term of this agreement.
8. Other: \_\_\_\_\_

Owner/Agent: \_\_\_\_\_ Date: \_\_\_\_\_

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

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



AOA Form No. 121 ? Apartment Owners Association of Southern California

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