



Unit # _____

**PET AGREEMENT – EXHIBIT “D”
ADDENDUM TO LEASE AGREEMENT**

This will serve as an Addendum to the Lease Agreement dated _____, between Capstone Properties LLC, “Landlord”, and _____, Resident(s), regarding property located in _____.

1.) Resident is authorized by the Landlord to keep a pet, described as:

Type: _____ Size: _____ Color: _____

Pet’s Name: _____ Breed: _____

Attach Photo on page 2

Landlord has the absolute sole right to refuse certain breeds. All dogs will be subject to pet interviews for approval. Landlord does not allow the following dog breeds: Pit Bulls, Rottweilers, Doberman Pinschers, Chow Chows, or similar breeds and mixes, as solely determined by Landlord.

Landlord accepts domestic cats and dogs only upon prior consent from Landlord after interview with Resident. Dogs over twenty-five (25) lbs. will be subject to Landlord prior written approval.

Any pet must be licensed in accordance with any applicable state or local laws or regulations.

Pet dogs and cats must be spayed or neutered. The front paws of a pet cat must be declawed. A written statement from a veterinarian must be provided to verify all such requirements.

The pet must have current inoculations and Resident shall submit records of inoculation upon Landlord’s request.

2.) The Resident agrees to pay the Landlord a one-time non-refundable Pet Fee of \$_____ and a monthly Pet Fee of \$_____, both as additional Rent.

Pet Fee is a one-time charge to the Resident in order for the pet to be brought to our property and in no way covers damages. The Pet Fee under this agreement DOES NOT cover property damages, cleaning, deodorization, flea extermination costs, replacement, and / or personal injuries as herein further specified. Resident will be strictly liable for the entire amount of any damages, claims, expenses, judgments against or injuries to the person or property of Landlord and/or others caused by such pet. Resident is strongly encouraged to obtain and maintain liability insurance upon signing this lease.

The Pet Fee under this Pet Agreement is not a limit of Resident’s liability and Landlord retains all rights and remedies at law and/or equity in Landlord’s sole discretion to pursue. All remedies are cumulative to Landlord.

3.) Resident agrees to comply with:
A. The terms and conditions set forth herein;
B. All applicable governmental laws and regulations, such as, but not limited to, licensing, inoculations, etc.;
C. Such rules and regulations as may be reasonably adopted from time to time by Landlord.

4.) Resident represents, guarantees and warrants the pet is housebroken and / or litter trained and shall not permit the pet to cause any damage, discomfort, annoyance, nuisance or in any other way to inconvenience or cause complaints from any other Resident(s) or to Landlord.

If, in Landlord’s sole opinion and judgment, the pet has disturbed or is disturbing other Residents, and / or has caused or is causing damage to the apartment or property within the apartment community, Resident agrees to permanently remove the pet from the apartment and the apartment community within ten (10) days written notice from Landlord.

5.) Landlord has the right to inspect an apartment for a pet and / or possible damages incurred by the pet within a twenty-four (24) hour notice.

6.) Resident agrees that all dogs must be on a leash upon leaving the apartment and while on property grounds. Both dogs and cats must be either hand carried or with leash in hand while in common amenity areas of the community.

Both dogs and cats must be appropriately and effectively restrained and under the control of an individual while on the property. No pets are permitted to walk in the community rooms, lounge, offices, recreation areas, or other common areas unrestrained.

Pets may not be left unattended or tied to trees, balconies, patios or anywhere on the property. Pets may also not be allowed to run loose on the property.

7.) Pet waste must be properly removed from the premises. Litter and droppings must be wrapped and sealed before being disposed of in the trash. Pet owners are responsible for removing and properly disposing of pet waste. Violation of this regulation will result in an automatic waste removal fee of **\$25.00** per occurrence. If available, a designated section of the grounds will be set aside for exercise and normal bodily function but it is the Resident’s responsibility to clean up behind his / her pet.

8.) Violation of the above terms will be considered a breach of the Lease Agreement which may result in removing the pet from the apartment and apartment community and / or termination of the Lease Agreement.

Initials _____

