

ANIMAL ADDENDUM

The Madison ("Landlord") and Andrew K Vo ("Resident"), have signed this Addendum to cover the special obligations and needs entailed in keeping an animal pet in the Unit at the Community. This Addendum is part of your Lease and applies to Resident and all persons visiting and residing within the Unit. Residents are allowed to keep an animal only under the following terms and conditions, and Landlord shall have the right to terminate the Lease or exercise any remedies under the Lease if the following terms are not followed. Resident is not permitted to add or substitute any animal for those described below without prior written consent of Landlord. Capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

Our Community has a weight limit for animals of 30 pounds and the animal must be at least N/A year(s) old. Only common domestic animals are permitted. Exotic, vicious, or aggressive breed animals are not allowed. Each resident is expected to know the needs of their animal(s) and carefully supervise their animal(s). Resident acknowledges that Landlord only allows 2 animal(s) per unit.

Description of Animal:

You may keep only the animal described below. You may not substitute any other animal for this one. Neither you nor your guests or Roommates may bring any other animal including but not limited to: mammal, reptile, bird, amphibian, fish, rodent, arachnid or insect- into the Unit or Community.

Animal Name:

Type:

Breed:

Color:

Weight:

Age:

Date of last Rabies Shot:

Additional Comments:

1. The terms of this Addendum shall supplement those provided in, and are a part of, the Lease.
2. Violation of this Addendum is and Event of Default under the Lease and Landlord may require Residents to remove the animal from the Resident's Unit and from the Community for any violation of this Addendum, in addition to any remedy included the Lease.
3. Fees: Resident agrees to pay the fees provided herein. Resident acknowledges and agrees that an animal generally causes damages to flooring, carpeting, walls and doors, which exceeds normal wear and tear.
4. A non-refundable animal fee of \$200 and refundable animal fee deposit ("Animal Security Deposit") of \$N/A per animal shall be due prior to move in. Payment of said fees does not constitute liquidated damages, and to the extent permissible by applicable law, Resident shall be liable for all damages exceeding normal wear and tear (without regard to whether an animal has been kept in said premises), rents and other sums or charges, which are or will come due under the Lease. In addition to the non-refundable fee and the monthly rental rate in the Lease, there is a \$30 monthly (per) animal rent payable on the first day of the month. Upon termination of the Lease and surrender of possession of the Unit, the Animal Security Deposit may be applied to the amount of damages that the Landlord has suffered by reason of the Resident's noncompliance with this Addendum or to remedy any damage caused to the Unit, all as itemized by the Landlord in a written notice delivered to the Resident together with the amount due thirty (30) days after termination of the Lease and surrender of the Unit and demand by the Resident, provided Resident has provided an update forwarding address to Landlord.
5. Resident is responsible for payment of any replacement of carpeting, flooring, sub-flooring, and for flea treatments, shampooing, or deodorization of the Unit.

Insurance and Identification:

It is recommended that the Resident purchase a renter's insurance policy which provides for liability insurance that covers any damages or claims caused by said animal, including but not limited to Resident's negligence in failing to supervise and control said animal which results in property damage or personal injury to other residents, other occupants, guests, invitees, Landlord's staff or vendors who supply goods and services to the Community.

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 nearest veterinarian of our choosing for treatment, at your expense.

Animal Rules and Regulations:

- A. Resident shall control and prevent the animal from barking or other behavior which disrupts or interferes with other residents' quiet enjoyment of their premises or disrupts Landlord in carrying out its day-to-day business at the Community. Failure to abide by these rules may lead to termination of the Lease. Resident shall not allow or permit their animal to attack or bite any other person or pet. If an attack occurs, Landlord reserves the right to require Resident to remove said pet permanently from the Unit and Community. Resident shall not abandon or neglect their animal in any manner.
- B. Resident shall feed, provide water, clean, care and supervise their animal at all times. In the event that Landlord discovers that Resident's animal appears to be abandoned, neglected, abused, unattended, unsupervised, causing damage to the Unit or the Community, or in need of emergency or veterinary treatment, Resident grants Landlord the right to take such steps as Landlord in its discretion deems necessary to protect the animal including removing all animals from the Unit and Community and delivery of the same to the county animal control department, the Humane Society, a veterinarian, or a temporary or permanent foster home.
- C. Resident shall maintain their animal on a leash at all times when the animal is outside the Unit or on any portion of the Community. Animals are not permitted to run free or unleashed around the Community. Resident shall provide a proper and appropriate cage, bedding, or sleeping pallet suitable and appropriate for the particular animal, taking into consideration the animal's characteristics and temperament.
- D. All animals must comply with applicable law and shall be properly licensed and must display the proper tags and identification to show that they have received proper vaccinations and treatment for rabies or transmittable diseases. Dogs and cats shall have a collar with a tag showing the name, phone number, and address of its owner.
- E. Resident shall be responsible for cleaning up all animal feces and disposing of the same in a clean, sanitary manner. Resident shall not permit any animal excrement or urine within the Community, including hallways, steps, or walkways. Resident shall not allow animal excrement or urine to damage landscaping, flowers, shrubs, or grass. Animals must be walked only in designated "Pet Areas" or, if none, in natural wooded areas surrounding or off the Community property. The following shall apply to a violation of this policy:
FIRST: A written warning specifying the complaint will be issued to the Resident, a **\$25.00** charge will be immediately due and payable by the Resident, and Landlord may, in its discretion, declare the Lease to be in default.
SECOND: Upon a second or subsequent violation, a **\$50.00** charge will be immediately due and payable by the Resident, and the Landlord may declare the Lease to be in default.
- F. The charges above for violation of the animal feces clean-up policy constitute fees to cover the administrative costs of handling an animal violation but do not cover damages or destruction due to urine, carpet repair, etc. caused by a violation of this policy. Resident shall remain liable for any and all damages exceeding normal wear and tear to the Unit caused by the animal or animals, and the above fees are not intended to release Resident of such liability.
- G. Animals shall not be tied or tethered to buildings, patios, balconies, landscaping, trees, stakes, or any portion of the Community common areas or grounds. Animals are not permitted in the Management/Leasing Office, Clubhouse, Fitness Room, Swimming Pool, or any recreational amenity or facility of the Community.

ASSISTANCE ANIMALS

THE REQUIREMENTS CONTAINED IN THIS ANIMAL ADDENDUM SHALL NOT APPLY TO PROPERLY LICENSED AND MEDICALLY PROSCRIBED SERVICE, ASSISTANCE, OR EMOTIONAL SUPPORT ANIMALS (COLLECTIVELY, "ASSISTANCE ANIMAL"), AS THOSE TERMS ARE DEFINED IN THE AMERICANS WITH DISABILITIES ACT, THE FAIR HOUSING ACT, AND OTHER APPLICABLE LAW. RESIDENT SHALL EXECUTE THE SERVICE AND ASSISTANCE ANIMAL ADDENDUM TO QUALIFY SUCH ANIMAL AS AN ASSISTANCE ANIMAL. IF, DURING THE TERM OF THIS LEASE, SUCH ANIMAL IS NO LONGER CLASSIFIED AS AN ASSISTANCE ANIMAL, THE TERMS OF THIS PET ADDENDUM SHALL APPLY, AND LANDLORD MAY REQUIRE ALL DEPOSITS REQUIRED HEREIN TO BE PAID.

Landlord reserves the right to revoke Landlord's permission to Resident to keep an animal and the right to remove the animal and/or any unauthorized animals from the Unit and the Community if any of the above policies are violated. In addition, Resident acknowledges that Landlord reserves the right to remove a pet if Landlord receives continued (three or more) complaints from roommates or neighbors regarding a violation of the above policies.

The signing of this document does not approve a pet, only that the Resident understands the pet rules. All pet approvals will be made after the move in of the Resident, with management approval and will require re-execution of this animal addendum with all relevant information. In witness of whereof the parties have caused the presents to be signed in person or by a person duly authorized the day and year written above.

Resident Signature

Date

Landlord or Landlord’s Representative

Date