



## ANIMAL TERMS AND CONDITIONS ADDENDUM

(C.A.R. Form ATCA, 6/23)

Douglas Elliman

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or Month-to-Month Rental Agreement, OR  Residential Lease After Sale,  Other \_\_\_\_\_, dated \_\_\_\_\_, on property located at (Street Address) \_\_\_\_\_ (Unit/Apartment) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code) \_\_\_\_\_ ("Premises"), in which \_\_\_\_\_ is referred to as "Tenant" and \_\_\_\_\_ is referred to as "Housing Provider" (the term "Housing Provider" includes Rental Property Owner and agent).

### ANIMAL ADDENDUM AND AGREEMENT:

Notwithstanding any other term in the Agreement, Housing Provider grants permission for Tenant to have the following animal(s) only on the Premises: \_\_\_\_\_, subject to the following terms and conditions:

**1. Tenant represents that the animal(s) is:**

- A.  a qualified service animal under California and Federal fair housing law. Tenant has previously been asked and represents that Tenant (or occupant) has a disability and the animal is trained to assist with the following disability-related task(s) (Note: Tenant is not obligated to complete the following field if, as applicable, the disability is obvious or an animal's disability related task is obvious):

OR B.  a qualified support animal, emotional support animal or companion animal under fair housing laws and Tenant has provided Housing Provider with documentation establishing a need for the animal;

OR C.  a pet.

2. Tenant is not allowed to have any animal on the Premises other than those designated above, including any pets that are "just visiting" unless otherwise allowed under fair housing laws.
3. Tenant represents to Housing Provider that the animal(s): (i) is housebroken; (ii) has no history of causing substantial property destruction; and (iii) has no history of serious threatening or causing harm to persons by biting, scratching, chewing or otherwise.
4. Tenant agrees that the animal(s) will be properly licensed and vaccinated pursuant to applicable laws and Tenant will provide proof of licensing and vaccination upon Housing Provider's or agent's request.
5. Tenant is responsible for compliance with all local laws and regulations relating to the animals.
6. Tenant agrees to clean up after their animal(s) and properly dispose of all waste.
7. Tenant agrees to keep Premises free from animal odor and stain.
8. Tenant agrees to take action to avoid pest infestations (fleas, etc.) in the Premises.
9. Animals may not be bathed or groomed in the laundry room sinks, pools, or pool area.
10. Tenant is responsible for and will be charged for any damage to the Premises caused by an animal(s), whether listed above or "just visiting." Damages include, but are not limited to, damages to floors, carpets, drapes, screens, landscaping, fencing, including odors due to the presence of animals.
11. Tenant agrees to indemnify and hold Housing Provider and Housing Provider's agents harmless from all liability, claims, demands, damages and costs for injuries to persons or property in connection with Tenant's animal(s).

**12. Terms and Conditions Applicable to Pets Only:**

- A. Permission to have a pet may be revoked at any time with three days notice for cause, or for month to month tenancies with thirty days notice without cause. Tenant's failure to remove the animal(s) after permission has been revoked shall be deemed a breach of the lease or rental agreement.
- B. If the Premises is part of a residential complex, pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers.
- C.  Tenant agrees to carry renter's insurance which includes coverage for pet ownership.

13. \_\_\_\_\_

**By signing below, Tenant acknowledges that they have read, understand, accept, and have received a copy of this addendum.**

Tenant (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Tenant (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

Housing Provider (Signature) \_\_\_\_\_ Date: \_\_\_\_\_

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