



## **ANIMAL ADDENDUM**

**RE: Resident Lease Contract dated <DATE> (the "Lease"), between ("Resident") and Aspire San Marcos ("Owner") for Unit Common Area and Exclusive Space at Owner's apartment community generally located at 101 Concho Street, San Marcos, County, Texas 78666.**

This Animal Addendum (this "Addendum") is hereby incorporated and added as part of the Lease. The purpose of this Addendum is to express the terms upon which Resident will be allowed to have an animal in the Resident's Exclusive Space, shared Unit Common Area and the Premises. Capitalized terms in the Lease shall have the same meaning as in this Addendum. For and in consideration of the mutual promises contained herein and in the Lease and for other good and valuable consideration, the receipt and sufficiently of which is hereby acknowledged by all parties, the parties agree as follows:

- A. Authorization for Animal.** The prohibition against animals in the Exclusive Space, Unit Common Area and Premises contained in the Lease is hereby modified such that Resident is authorized to have the following described animal in the Premises, subject to the terms and conditions stated in this Addendum and other rules pertaining to animals in Owner's apartment community:

**Animal's Name:**

**Type (breed):**

**Color:**

**Weight:**

**Age:**

Resident shall provide a photograph of Resident's animal to the management office to be kept in the Resident's file. Resident acknowledges that this exception to Owner's prohibition against animals only applies to the animal described above and to no other animals.

- B. Animal Fee.** Upon the execution of this Addendum, Resident shall pay a one (1)-time nonrefundable animal fee in the amount of ~~\$350~~ "Animal Fee". Resident acknowledges that the Animal Fee will be retained by Owner whether or not Resident complies with the terms of this Addendum.
- C. Animal Deposit.** Upon the execution of this Addendum, Resident shall pay an animal deposit in the amount of \$ (the "Animal Deposit"). Resident acknowledges that the Animal Deposit will be added to and considered to be part of the Security Deposit pursuant to the terms of the Lease. The Animal Deposit constitutes a deposit for all purposes under the Lease and applicable law and the refund of the revised Security Deposit is subject to the terms and conditions set forth in the Lease.
- D. Additional Monthly Pet Rent.** Resident must pay the Pet Rent, in the amount of **\$50.00** per month, in addition to the Base Rent set forth in Section 3 of the Lease. Resident agrees that the Pet Rent shall become and included with the total Rent under Section 3 of the Lease. Pursuant to Section 3 of the Lease, the first (1st) Monthly Installment of Rent must be paid by Resident at the commencement of the term of this Lease and the remaining installments of Rent must be paid by Resident on or before the first (1st) day of each subsequent calendar month without a grace period, in advance and without demand or offset to Owner's representative at the property's management office or at such other place as Owner designates until all Monthly Installments of Rent have been paid in full.
- E. Animal Rules.** Resident shall comply with the following rules regarding Resident's animal in addition to compliance with the terms of the Lease as well as any supplemental rules established by Owner with respect to animals or animals in the apartment community:
1. Animals must be full-grown (at least one (1) year of age).
  2. Animals should not be unattended on patios or balconies.
  3. Resident is responsible for immediately cleaning up any animal defecation and animal defecation must be dealt with as follows:
    - Cats -inside the litter box only
    - Dogs -outside, around the perimeter of the apartment property in designated animal walks or other designated

areas only

4. Animals must not disturb neighbors or others in and around the apartment community, whether the animals are inside or outside the Premises.
  5. Animals must not be tied to any fixed object anywhere outside the Premises.
  6. Animals, other than assistance or service animals, must not be let into swimming pool areas, laundry rooms, offices, club rooms, or other recreational facilities or common areas.
  7. Animals must not be fed or watered outside the Premises.
  8. No more than two (2) animals per Unit are permitted.
  9. Cats must be neutered and declawed.
  10. Aggressive breed canines and exotic animals including, but not limited to the following will not be permitted: Akita Inu, Alaskan Malamutes, American Bandogge, American Bulldog, Basenji, Boerboel, Bull Terrier, Cane Corso, Caucasian, Chow, Doberman Pinschers, Dogo Argentino, Fila Brasileiro, German Shepherd, Great Dane, Gull Dong, Huskies, Perro de Presa Canario, Pitbull, Rhodesian Ridgeback, Rottweiler, Saint Bernard, Tosa Inu, Wolf Hybrid; Poisonous Animals (i.e. spiders, snakes); and/or, other Exotic Animals (e.g. monkey, ape, iguana, ferret, sugar gliders, snakes).
  11. With the exception of a non-restricted breed or size of either a feline, canine, and/or fish in an aquarium no larger than one (1) gallon, all other animals shall be considered to be Exotic Animals
  12. Animal must not display aggressive behavior towards residents or other animals
  13. Animals shall be kept on a leash and under the Resident's supervision when outside of the Premises. The Owner or Owner's representative has the right to pick-up unleashed animals or report them to the proper authorities.
  14. Visiting animals are not allowed
- F. Removal of Unauthorized Animal or Neglected Animal.** Owner may remove an unauthorized animal or neglected animal in the Unit after leaving Resident a written notice in the Unit at least twenty-four (24) hours in advance of Owner's removal of the animal. For the purposes of the foregoing sentence, the Owner in its own discretion, has the absolute discretion to determine whether an animal is being neglected. Owner may keep or kennel the animal or turn it over to a humane society or local authority. When keeping or kenneling an animal, Owner will not be liable for loss, harm, sickness, or death of the animal. Owner will return the animal to Resident upon request if it has not already been turned over to a humane society or local authority after payment of all initial and daily animal charges. Resident must pay for the animal's reasonable care and kenneling charges. If Resident brings an animal in the Unit at any time during the Lease (with or without Owner's consent), Resident will pay for defleaing, deodorizing, and shampooing.
- G. Assistance Animal or Service Animal.** The Owner shall comply with all federal and state laws, including, but not limited to the Fair Housing Act. Under the Fair Housing Act, an Assistance Animal is a reasonable accommodation to a person with a disability as necessary because of that disability. Breed, size and weight limitations are NOT applied to properly verified and approved Assistance Animals. Pet Fees, Pet Deposit and/or Pet Rent are NOT applied to properly verified and approved Assistance Animals. For additional information, see Lease Addendum for Resident with Assistant Animal in the Apartment and Community Guidelines, Agreements and Addenda to Lease.
- H. Default.** In the event that Resident violates the terms of this Addendum or in the event that Resident's animal damages the Premises or any common areas, Resident shall be responsible for such damage and be in violation of this Addendum; in which case, Owner shall have the right to pursue any rights or remedies, including the **recovery of damages, attorneys' fees, court costs and interest available to Owner pursuant to the terms of the Lease** or applicable law as if Resident defaulted under the Lease.

**PARTIES' EXECUTION OF ANIMAL ADDENDUM:**

**In the event that Resident violates any single term of this Animal Addendum, Resident shall be considered in Default of the Lease pursuant to Section 16 of the Lease, in which case, Owner shall have the right to pursue any rights or remedies, including the recovery of possession of the Unit, damages, attorneys' fees, court costs and interest available to Owner pursuant to the terms of the Lease or applicable law as if Resident defaulted under the Lease. The terms of this Animal Addendum are effective as of the date of the Lease and agreed to and accepted by Resident:**

**RESIDENT:** \_\_\_\_\_

**OWNER:** \_\_\_\_\_