# **Pet Policy for Founders Park Village**

1. CONDITIONAL AUTHORIZATION FOR PET: Authorization may be revoked and terminated if Tenant's right of occupancy is lawfully terminated or if the Pet Addendum is violated in any way by Tenant or Tenant's family, guests or invitees. Authorization is granted with complete understanding that once notice to vacate is given, upon notification and/or in case of emergency the Landlord, and/or maintenance are allowed access to the unit during the Landlord's office hours, and Tenant will not allow the Pet to hinder access to the unit. Tenant is required to provide Landlord with a photograph of the Pet and a Certificate of Vaccination.

## 2. PET LIMIT/AGE OF PET/SIZE OF PET:

- **-1331 Village Drive:** One Pet is permitted at this residence. The Pet must be at least 6 months old. Pet breeding is not permitted. Pet must be no larger than 24" to the shoulder.
- **-405 & 425 Founders Park Drive**: One Pet is permitted at this residence. The Pet must be at least 6 months old. Pet breeding is not permitted. Pet must be no larger than 24" to the shoulder.

#### 3. ADDITIONAL PAYMENTS REQUIRED:

- **-1331 Village Drive:** Tenant is required to pay a \$500.00 pet deposit, in addition to the amount of the security deposit required in the Lease. The required Pet rent amount is an additional \$50.00 per month.
- **-405 & 425 Founders Park Drive:** Tenant is required to pay a \$500.00 pet deposit, in addition to the amount of the security deposit required in the Lease. There are no additional Pet rent charges for units in these buildings.

# 4. **NO LIMIT ON LIABILITY:**

The additional pet deposit under the Pet Agreement is not a limit of the Tenant's liability for property damages, cleaning, deodorization, defleaing, replacements and/or personal injuries set forth below.

## 5. PET RULES:

- Tenant agrees that the Pet will not disturb the rights, comforts and convenience of other Tenants in the complex. This applies whether the Pet is inside or outside of the Tenant's leased premises.
- When the Pet is outside of the Leased Premises, the Pet shall be kept on a leash and under the Tenant's supervision and control at all times. At no time is the Pet to be tied up and left outside. Landlord shall have the right to pick up the Pet if it is loose and/or report the Pet to the proper authorities. Landlord may impose reasonable charges for picking up and/or keeping the Pet.
- Tenant will not permit the Pet to defecate on the patio/balcony areas, walkways, stairwells, or parking lots. The tenant is responsible for the immediate removal of all waste. Tenants will be charged a minimum of \$25.00 if Pet waste is not cleaned up. Notwithstanding any provision herein, Tenant shall comply with local city ordinances regarding pet defecation.

- -Tenant will comply with all applicable Rapid City, SD, Pennington County animal laws, including but not limited to vaccination requirements and licensing. A pet must be licensed within 30 days of lease commencement date.
- ADDITIONAL RULES: Landlord shall have the right to make reasonable changes and additions to the
  pet rules, herein, from time to time, in writing and distributed to all Tenants who are authorized to
  have pets.
- 7. <u>LIABILITY:</u> Tenant is liable for the entire amount of all damages caused by the Pet. This applies to, but is not limited to, carpets, doors, walls, drapes, windows, screens, furniture, appliances and any other parts of the residence or complex including landscaping. If such items cannot be satisfactorily cleaned or repaired, Tenant must pay for complete replacement by Landlord. Payment for damages, cleaning, repairs, replacements, etc. shall be made immediately upon demand. Tenant shall be strictly liable for the entire amount of any injury to person or property of others, caused by the Pet, and Tenant shall indemnify Landlord for all costs of litigation and attorney's fees resulting from the same.
- 8. MOVE OUT: Upon vacating the premises, Landlord will have all carpets professionally cleaned on Tenant's behalf and the total cost will be deducted from Tenant's security deposit. Tenants may also be liable for deodorization of the apartment. Such cleaning and/or deodorization if not done will be arranged by the Landlord and paid for by the Tenant.
- 9. <u>VIOLATION OF RULES</u>: If any rule or provision of the Pet Addendum is violated by Tenant, other occupants, guests or invitees, the Tenant shall, at Landlord's option, immediately, and permanently remove the Pet from the premises upon written notice by the Landlord. If the Tenant refuses to remove the Pet, Landlord will begin eviction procedures.