

**AQUATERA APARTMENT HOMES  
PET AND SERVICE/SUPPORT ANIMAL PET AGREEMENT  
(PART OF RENTAL AGREEMENT)**

Please note: We consider pets and service/support animals a serious responsibility and a risk to each Resident in the dwelling. You will be held liable if your pet or service/support animal causes any damage or disturbs other Residents.

*In this document the terms "you" and "your" refer to all Residents listed below and occupants or guests: the terms "we", "us", and "our" refer to the Owner as named in the Rental Agreement.*

**Pet Animal Policy:** Aquatera Apartment Homes permits domestic cats and dogs weighing no more than 75 pounds each at full grown weight. Breed restrictions prohibit the following: Akita, Alaskan Malamute, Chow Chow, Doberman Pinscher, German Shepherd, Pit Bull, Presa Canario, Rottweiler, Siberian Husky, Stafford Bull Terrier, Wolf Hybrid and feral cats. Each Premises is limited to two animals.

**Service/Support Animal Policy:** Service/support animal may be added with prior approval of Owner.

1. **CONDITIONAL AUTHORIZATION FOR PET**

You may keep your pet that is described in the Basic Lease Terms until the Rental Agreement expires. We reserve the right to terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you or your pet, your guests, or any occupant violates any of the rules in this Agreement.

**CONDITIONAL AUTHORIZATION FOR SERVICE/SUPPORT ANIMAL**

In the case of a Service/support animal, if you or the animal, your guests or any occupant violates any of the rules listed in Paragraph 6 below, you may be asked to remove the service/support animal and replace it with a different animal.

2. **ADDITIONAL SECURITY DEPOSIT (NOT APPLICABLE TO SERVICE/SUPPORT ANIMALS)**

An addition to the security deposit in the amount set forth in the Basic Lease Terms will be charged. Resident agrees that upon moving out, Resident will submit a receipt of payment to Owner showing that the carpet in the said premises has been treated for fleas, steam cleaned and deodorized. If Resident does not submit receipts to this effect, Owner will have the carpet treated for fleas, steam cleaned and deodorized and will deduct the cost from the security deposit. Refund of the security deposit will be subject to the terms and conditions set forth in the Rental Agreement. The addition to the security deposit is not refundable before all Residents surrender the Premises, even if your pet has been removed.

3. **ADDITIONAL PET RENT (NOT APPLICABLE TO SERVICE/SUPPORT ANIMALS)**

Resident agrees to pay the additional amount set forth in the Basic Lease Terms per month per pet as additional rent, to be included in the rent payable under the Rental Agreement.

4. **LIABILITY NOT LIMITED**

The additional pet rent and additional security deposit under this Pet and Service/Support Animal Agreement do not limit Resident's liability for property damage, cleaning, deodorizing, defleaing, replacements or personal injuries. This paragraph also applies to residents with service/support animals, even though you have not been required to pay an additional deposit or additional monthly rent.

5. **DESCRIPTION OF PET OR SERVICE/SUPPORT ANIMAL**

You may keep only your pet(s) or service/support animal described below. You may not substitute any other pet or service/support animal for those named below without written permission. Neither you nor your guests or occupants may bring any other pet or service/support animal, whether dog, cat, or other animal, into the Premises or Apartment Community.

6. **PET AND SERVICE/SUPPORT ANIMAL RULES**

You are responsible for your pet's or service/support animals actions at all times. You agree to abide by these rules:

- a. Your pet or service/support animal must not disturb the neighbors or other Residents.
- b. Dogs, cats and service/ support animals must be housebroken. All other pets or service/support animals must

- be caged at all times. No pet or service/support animal offspring are allowed.
- c. Inside, your pet or service/support animal may urinate or defecate only in a litter box, which is to be placed in the bathroom or kitchen on linoleum flooring only. You must ensure that your pet or service/support animal utilizes a litter box containing an appropriate filler material. If your pet or service/support animals defecates anywhere on our property (including your patio or balcony) you will be responsible for immediate removal of the waste and for repair of any damage. In addition to the terms and conditions of this agreement, you must comply with all local ordinances regarding pet or service/support animal defecation.
  - d. Outside, pets or service/support animals may urinate or defecate only in grass areas and in no other type of ground cover or in any other area of the Apartment Community. For residents' convenience, pet or service/support animal stations are located throughout the community complete with bags for pick up.
  - e. When outside the dwelling unit, all pets and service/support animals must be kept on a leash or in a pet carrier and under the resident's complete supervision and control. We may pick up unleashed pets or service/support animals and/or report them to the proper authorities. We will impose reasonable charges for picking up and/or keeping unleashed pets or service/support animal.
  - f. Pets or service/support animals may not be tied to any fixed object anywhere outside the dwelling.
  - g. Pets or service/support animals must not be left unattended on the patio or balcony or common areas at any time.
  - h. You must not let any pet (other than service/support animals) into swimming pool areas, offices, clubroom, other recreational facilities, or other dwelling units.
  - i. Your pet or service/support animal must be fed and watered inside your Premises. Don't leave food or water outside, including on your patio or balcony.
  - j. The Resident shall keep the pet and/or service/support animals under control at all times so it does not cause physical impact or perceived threat of impact to others. IF AN ANIMAL (REGARDLESS OF WHETHER IT IS A PET OR A SERVICE/SUPPORT ANIMAL) BITES SOMEONE OR BECOMES A NUISANCE OR DANGER TO OTHER RESIDENTS, IT MUST BE PERMANENTLY REMOVED FROM THE COMMUNITY. Resident affirms that he/she is not aware of any incidents of biting and/or dangerous behavior by the pet or service/support animal.
7. VIOLATION OF RULES  
You may be required to immediately and permanently remove your pet from the Premises, upon three (3) days written notice, if we receive a substantiated complaint from a neighbor or other resident or if we, in our sole discretion, determine that you, your pet, your guest or any other occupant has violated the rules outlined in this Pet and Service/Support Animal Agreement. In addition, failure to comply with any provisions of this Pet and Service/Support Animal Agreement constitutes a material breach of the Rental Agreement and may subject you to legal action, including but not limited to an action for unlawful detainer. For residents with service/support animals, you may be required to permanently remove your current service/support animal and replace it with a different animal if we receive a substantiated complaint about noise or other disturbances from a neighbor or other resident, and if the problem is not resolved within a reasonable period of time after resident is given notice of the complaint, or if there is a violation of Paragraph 6 above. In addition failure to comply with any provisions of this Agreement constitutes a material breach of the Rental Agreement and may subject you to legal action, including but not limited to an action for unlawful detainer.
8. ABUSED OR ABANDONED PETS OR SERVICE/SUPPORT ANIMALS  
We may contact animal control, the humane society, or other local authority if it appears your pet or service/support animal has been abused or abandoned.
9. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.  
You and all co-Residents will be jointly and severally liable for the entire amount of all damages caused by your pet or service/support animal, including all cleaning, defleaing and deodorizing. This provision applies to all parts of the Premises, including carpets, doors, walls, window coverings, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactory cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. is due immediately upon demand.

As owner of your pet, or service/support animal you are strictly liable for the entire amount of any injury that your pet or service/support animal causes to any person or anyone's property. You agree to indemnify us and hold us

harmless from all costs of litigation and attorney's fees resulting from any such damage or injury.

10. MULTIPLE RESIDENTS

Each Resident who signs the Rental Agreement is bound by this Pet and Service/Support Animal Agreement. You, your guests, and any occupants must follow all of these pet or Service/Support Animal rules. Each Resident is jointly and severally liable for damages, and all other obligations set forth in this Pet and Service/Support Animal Agreement even if the Resident does not own the pet or service/support animal.

11. GENERAL

You acknowledge that no other oral or written agreement exists regarding pets or service/support animals at Aquatera Apartment Homes. This Pet and Service/Support Animal Agreement and Pet or Service/Support Animal Rules are part of the Rental Agreement described above.

The terms and conditions of this Pet and Service/Support Animal Agreement are subject to change with written notice.