

Historic Stockade Apartments

Pet Policy and Agreement Addendum revised 9/02/18
(Requires acknowledgement of both Pet Agreement Addendum and Pet Policy)

Pet Policy

Tenant name: ----- Address of Property: _____

Any Tenant wishing to bring pets onto the above named property must read, understand and abide by the rules outlined in this Policy, the primary purpose of which is to ensure that safe and sanitary surroundings are provided for all lessees, visitors and the Owner's employees, to protect the physical integrity of the property, and to protect and provide for the well-being of the pets themselves.

1. The Lessee must register all pets with the Owner (term may include the management if the property is part of a multiple dwelling unit). Permission to keep a pet is granted at the sole discretion of the Lessor and will be based in part on the pet's own merit and the Lessee's ability to maintain proper control over it.

Types of Pets

3. The term "pet" refers to a domesticated species and genus of animal commonly recognized as a household pet, examples of which are cats, dogs, birds and fish.

4. Assistive animals that provide assistance, service and support to a disabled person are not considered pets and are not limited by this Policy. However, they must be registered with the Owner.

5. Vicious pets, exotic pets or any poisonous or venomous pets will not be permitted.

6. Keeping aggressive dog breeds, if allowed by the Owner, will require proof of liability insurance in the amount of \$100,000.

7. Pets may not be kept or bred for commercial purposes while on the property.

8. Unauthorized pets, including pets of visitors or guests, will not be allowed on the property even on a temporary basis.

9. The maximum number of pets allowed is _____.

10. The maximum size and weight of any dog may not exceed _____ pounds.

Restrictions

11. All cats and dogs must be restrained by a leash when in the common areas or on the grounds.

12. All cats and dogs must wear a collar with identification tags that indicate the pet's name, the Lessee's name and the Lessee's address and telephone number.

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13. All cats and dogs must be licensed in accordance with all applicable ordinances of the local municipality and must display a current license tag on their collar.

14. All cats and dogs must have current rabies and distemper vaccinations and must display a current rabies vaccination tag on their collar. A veterinarian's statement regarding vaccinations must be provided to the Lessor.

15. If a pet is left unattended for an inappropriate period due to the Tenant's illness, neglect or inability to provide pet care, the Owner, at his or her discretion, may enter the Tenant's unit and arrange for the pet's care. The Tenant will provide the Owner with the name, address and telephone number of a person or source who will accept the responsibility for the pet's care in the event of such an occurrence. Any costs incurred will be deducted from the Owner's pet security deposits.

16. Mistreatment, abuse or neglect of any pet will not be tolerated.

Condition of Property

18. The Tenant agrees to keep the unit in good condition and allow periodic inspections by the Owner to assure that there are no damages caused by pets.

19. Presence of a pet may not interfere with maintenance or routine pest extermination of the unit. The Tenant is responsible for removing or protecting the pet when these procedures are requested or scheduled by the Owner.

20. The Tenant is responsible for keeping all areas where a pet is housed clean, safe and free of parasites, including fleas. Dog owners must immediately pick up and dispose of all dog waste deposited on property. Cat owners must place soiled litter in tied plastic bags and dispose of it in outside garbage facilities, not the toilet system. Litter boxes must be cleaned daily and changed a minimum of once a week, or more often if odor problems occur.

Complaints and Warnings

21. The Tenant is responsible for keeping his or her pet from disturbing other lessees or becoming a nuisance. Nuisance may include chronic noise that disturbs other lessees; failure to properly dispose of pet wastes; and unleashed or unattended pets.

22. Complaints regarding failure to comply with this Policy may be made verbally or in writing to the Owner. If the complaint is determined to be valid, the Owner shall issue a warning to the Tenant who must immediately remedy the situation.

23. A Tenant who fails to remedy the situation after two warnings will receive a three day notice to remove the pet. Threatening behavior, animal bites or attacks by a pet shall constitute grounds for immediate removal. If the Tenant fails to remove the pet after receiving notice to do so, the Tenant shall be considered to be in breach of the rental agreement and may be evicted, and if so, will forfeit any pet security deposit.

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Damages and Fees

24. The Tenant is responsible for and must immediately pay for the cost of all damages or injuries caused by his or her pet and will also be responsible for the full cost of flea extermination in the building that may be required because of the Lessee's pet.

25. There is a non-refundable pet fee _____ Dollars (\$____) for each pet due at the time the pet is registered and accepted.

26. An additional monthly rent of _____ Dollars (\$____) for each pet will be added to the Tenant's monthly rent.

Acknowledgement

27. The Tenant agrees that keeping a pet on the property is a privilege, not a right, and that the Owner reserves the right to prohibit or demand removal of any pet at any time.

28. The Tenant agrees to indemnify, hold harmless and defend the owner, agents and employees of the property against all liability, judgments, expenses or claims by a third party for any injury against any person or damage to any property caused by any pet or animal possessed or brought onto the property by the Tenant, or allowed by the Tenant to be brought onto the property.

I have read, understand and agree to the terms of the above Pet Policy.

Tenant's Signature: _____

Name (Printed): _____ Date: _____

Pet Agreement Addendum *revised 9.2.18*

(Requires acknowledgement of both Pet Agreement Addendum and Pet Policy)

This Pet Agreement Addendum (“Addendum”) between Robin T White, Owner and _____, Tenant, is made a part of the rental agreement entered into between Owner and Tenant on the ____ day of _____, 20____, whereby Owner has rented to Tenant the premises situated at _____, in the City of Schenectady, New York (hereinafter referred to as the “premises”).

- 1. Tenant has read, agreed to and signed the Pet Policy attached to this Addendum.
- 2. Owner agrees to permit Tenant to keep the pet(s) described below:

Type of Pet	Name	Age	Color/Description
_____	_____	_____	_____
_____	_____	_____	_____

3. Lessee (has provided)/(will provide within 14 days) evidence in the form of a receipt or other written verification from the municipality or veterinarian of the following: (attach to Addendum)

_____ License	Tag No. _____	Exp. Date: _____
_____ Evidence of Rabies Vacc.	Tag No. _____	Exp. Date: _____
_____ Evidence of Distemper Vacc.		Exp. Date: _____

4. Tenant herein provides the following information for pet care, and shall promptly notify in writing of changes, if any.

Veterinarian:

Name: _____

Street Address: _____

City/State/Zip: _____

Phone No.: _____

Pet Caretaker:

Name: _____

Street Address: _____

City/State/Zip: _____

Phone No.: _____

5. Tenant agrees to pay a non-refundable pet fee of _____ Dollars (\$_____) for each pet.

6. Tenant agrees to pay an additional monthly extra rental of _____ Dollars (\$_____) per pet, which shall be added to Tenant's monthly rent.

7. Tenant agrees to indemnify, hold harmless and defend Owner, Owner's agents and employees of the property against all liability, judgments, expenses or claims by a third party for any injury against any person or damage to any property caused by any pet or animal possessed or brought onto the demised premises by Lessee, or allowed by Lessee to be brought onto the demised premises.

8. Tenant agrees to comply with the terms of Addendum and the Pet Policy, and Tenant further agrees that failure to do so shall be grounds for eviction of Tenant and any other person living in the demised premises and will result in forfeiture of any pet security deposit.

Tenant's Signature: _____ Date: _____
Name (Printed): _____

Tenant's Signature: _____ Date: _____
Name (Printed): _____

Signature of Owner/Agent: _____
Name (Printed): _____
Date: _____

NOTICE: State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person in your state.