

ADDENDUM "A" -- Pet Agreement

THIS ADDENDUM AGREEMENT is hereby made a part of the original Lease Agreement executed on the _____ day of _____, 20____, between the City of Larned, Kansas (as LANDLORD) and _____

_____ (as Tenant)s for duplex Unit # _____ located in the property commonly known as Prairie Vista.

Multi-family communities are not necessarily ideal environments for pets; consequently, a pet's acceptability on the Property must be based on the Tenant's control of the pet, the TENANT'S consideration of the Property and courteous concern for the TENANT'S neighbors.

Landlord hereby grants permission to Tenant to keep only the pet(s) described below upon the following terms and conditions. All pets are subject to Landlord's prior review and approval, and the following general policies:

1. Landlord reserves the right to limit the number, type, size or breed of any pet that is permitted on the Property and no pet may be considered by anyone as "grandfathered" into the facilities by prior approval or action of the Landlord, agents of the Landlord, or the Tenant. Pets abandoned by one tenant may not be allowed to be adopted by a different or subsequent tenant without Landlord approval.

2. Landlord considers allowable pets to be dogs, cats, guinea pigs, gerbils, hamsters, fish (in tanks no larger than 50 gallons), or small birds no larger than a turtle dove. All other animals or reptiles, including arachnids and scorpions, whether domestic or wild, are not permitted on the property.

3. The following types of dogs are not permitted at anytime: Pit Bulls, German Shepards, Huskies, Rottweilers, Chow Chows, Dobermans, or any other breed of dog that is known to be dangerous, or that is banned by law is not allowed on the premises. A dog with mixed breed parentage where a parent, grandparent or great grandparent of the dog was a Pit Bull, German Shepard, Huskie, Rottweiler, Chow Chow, or Doberman, or any other breed known to be dangerous or is banned by law, is not allowed on the premises.

4. **CATS AND DOGS:** A photograph of the pet(s) must be maintained in the Tenant's file. The pet is generally described by the following characteristics:

Pet #1	Pet #2 (if permitted)
Type: _____ Weight: _____ Breed: _____	Type: _____ Weight: _____ Breed: _____
Height: _____ Color: _____	Height: _____ Color: _____
Name: _____	Name: _____

5. Tenant shall pay, and has hereby paid, a pet deposit to the Landlord in the amount of up to one half of the monthly rent. Tenant understands that Tenants are shall still be responsible for any damage(s) caused by their pet(s), including any amount above and beyond the security deposit, and any other damages resulting from a breech of this Pet Agreement. In the event the pet does not remain in the unit, any refundable deposits will be held throughout

the Tenant's residency.

6. The fact that one pet dies during the Tenant's occupancy of the Unit does not mean the Tenant can automatically replace said animal even with an animal on the approved list. All such new animals are subject to the Landlord's prior approval.

7. Tenant hereby represents and warrants that the above-described pet(s) have been properly licensed and inoculated as required by law, and Tenant agrees to maintain such licensing and inoculation of the pet(s) and to furnish Landlord with evidence of such licensing and inoculation upon request. Tenant also warrants that the above-described pet(s) meets the breed/weight restrictions of the Property. Such restrictions are subject to change at the discretion of Landlord.

8. Tenant's pet(s) must be at least one (1) year of age and housebroken.

9. When outside of the Unit, pet(s) shall be kept on a leash at all times. The pet(s) shall not be exercised inside the Property except in designated exercise areas, if any. Tenant shall not at any time leave the pet(s) on a patio or balcony or tied to any part of the common area.

10. Tenant shall collect and remove all pet waste from the grounds of the Unit Community. If Tenant fails to pick up after the pet(s), Tenant agrees to pay immediately a fifty-dollar (\$50.00) fine per occurrence.

11. Tenant understands and agrees that any guests with their own animals will not keep such animals overnight in the Unit without prior approval by landlord and the Tenant is responsible for pet waste of any guest animal.

12. Tenant agrees to walk the pet(s) only in areas not occasioned by pedestrian traffic and specifically not in neighbors' areas or common areas.

13. In the event of a tornado or other event that necessitates going to a designated storm shelter, if any, the pet(s) must be in a pet carrier or muzzled.

THE FOLLOWING PARAGRAPHS PERTAIN TO ALL ALLOWABLE PETS:

14. **OTHER ALLOWABLE PETS AS DEFINED IN PARAGRAPH 1:** The pet is generally described as the following:

No Deposits or Fees will be charged for these allowable pets as they are to be confined to cages or tanks and are not allowed to be outside their containers or to roam about the Units or anywhere on the Property.

15. Tenant must ensure that the pet(s) does not at any time disturb any other tenants/neighbors nor damage any property located within the Unit or on the Property. If, in Landlord's sole opinion and discretion, the pet(s) has disturbed or is disturbing any other Tenant or has caused or is causing damage to property in the Unit or on the Property, then Tenant will be required to permanently remove the pet(s) from the Unit and the Property within three (3) days after written request. Tenant's failure to permanently remove the

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pet(s) as provided above or failure to comply with all other terms of the Pet Agreement will constitute a breach of the Lease Agreement. Tenant understands that they shall still be responsible for any damage(s) caused by their pet(s), including any amount above and beyond the security deposit, and any other damages resulting from a breach of this Pet Agreement.

16. Tenant's failure to comply with the terms and provisions of this Pet Agreement or violation of any representation or assurance contained in this Pet Agreement shall constitute default and if not corrected in accordance with Paragraph 13 of the Lease Agreement may result in termination of the Lease Agreement.

17. Tenant acknowledges responsibility of the pet(s) and agrees to reimburse Landlord for any damages to the Property and to indemnify and hold Landlord and Owner harmless from any claim, suit of liability for injuries or damages caused by such pet(s).

18. Upon a request by the Tenant for work to be performed or other scheduled repairs by Landlord in Tenant's Unit, Tenant agrees to confine the pet(s) to prevent injury to Landlord's personnel and to hold the Landlord harmless should the pet(s) escape the Unit.

19. Tenant agrees and acknowledges responsibility for any injury and/or damage caused by Tenant's pet(s) to other people or animals while on any part of the Property.

20. Tenant agrees to maintain the pet(s) in accordance with county, city, state or other government standards, whichever shall prevail as well as with the standards of the local Humane Society.

Tenant
Date: _____

Tenant
Date: _____

Tenant
Date: _____

LANDLORD
Date: _____