

CLEARFIELD COUNTY HOUSING AUTHORITY

Henry E. Meyer Towers

PET RIDER TO LEASE NO. _____

This Rider is made and entered into by and between CLEARFIELD COUNTY HOUSING AUTHORITY (the "Landlord") and _____ (the "Tenant") for attachment to the Lease by and between Landlord and Tenant, dated _____ (the "Lease").

This Rider is incorporated into and constitutes an integral part of the Lease to which it is attached. The terms used herein, which are defined or specified in the Lease, shall have the meanings indicated in the Lease where the context permits unless otherwise indicated herein, and definitions of terms set forth herein shall apply to the Lease where the context permits. If there are any inconsistencies between the provisions of this Rider and the provisions of the Lease, the provisions of this Rider shall control.

Any violation of this Rider shall constitute a material breach of the Lease.

SECTION 1. DEFINITION OF PET AND NUMBER PER UNIT

A common household pet is defined as a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pet does not include reptiles (except turtles). Aquariums cannot be larger than 3 gallons. No other type of pet will be permitted. Any other pet will be refused registration. Dogs cannot weigh more than 25 pounds, cats cannot weigh more than 15 pounds. No dangerous or intimidating pets, i.e., pit-bull dogs, rottweilers or doberman pinchers, will be permitted. If the dog or cat grows to weigh more than the allowable weight, it then must be removed from the household immediately or the entire household will face the possibility of eviction.

Only one four-legged, warm-blooded pet, is permitted, in a unit. Only one aquarium is permitted in a unit. Only one bird cage is permitted in a Unit.

SECTION 2. PRE-REGISTRATION REQUIRED PRIOR TO ADMISSION

No less than ten (10) days before pet is to be brought into the building, such pet must be registered with the Landlord by the Tenant delivering to the Landlord the completed Pet Registration form attached as Exhibit I. Registration must show type of pet, recent picture, name, age, and if applicable, license number and current inoculation information, name and address of pet's veterinarian, plus a signed responsibility card showing the name of three (3) persons to call to come get the pet in the event of the Tenant's illness or death (see Section 3). Pet registration must be updated annually by January 31st. If the Tenant is currently a resident who already has fish or birds, the Tenant may keep the pets they have now but will be required to fill out a registration form and responsibility card and identify the type of pet with the office within 30 days of the effective date of this Pet Rider.

If the Tenant fails to provide complete pet registration information or fails to update the pet registration annually the pet will not be permitted on the Premises. Furthermore, if Landlord reasonably determines, based on a pet application or the Tenant's housekeeping habits and practices or the Tenant's health, that such person will be unable to comply fully with all of these Pet Regulations, the pet will be denied registration admission. A notice in accordance with Section 10 will be sent to the Tenant stating the basis for Landlord's determination.

SECTION 3 REQUIRED UPDATE OF REGISTRATION

Each pet's registration must be updated once each year at the time of the annual re-certification annually. Updated annual registration will include:

- a. Verification that the pet's license is in effect and has been renewed for the current year;
- b. The Dog or Cat must be brought to the management office each year to be photographed;
- c. Proof of any inoculations that are required for such pet, that all shots are current; and
- d. Proof of annual veterinary care.

At this time, the Pet Responsibility Card will be reviewed with the Tenant to see that the 3 persons listed are still correct and that there has been no change in either address or phone number.

SECTION 4. PET RESPONSIBILITY CARD

Prior to pet admission, the Tenant must fill in and sign a written responsibility form in the form set forth on Exhibit II showing the name, address, and phone number of three (3) local persons who will come and get the pet in the event of the Tenant's illness, vacation, or death. The responsibility form must be renewed each year by February 15th at the same time the pet's registration is updated.

SECTION 5. SECURITY DEPOSIT

Unless otherwise proscribed by the U.S. Department of Housing and Urban Development, a Pet Security Deposit will be required of dog and cat owners in the amount of \$ 100.00 payable in

full before the date when the pet is brought onto the Premises. The Landlord will refund any unused portion of the Pet Security Deposit within a reasonable time after the Tenant moves from the building provided that Tenant leaves a forwarding address in writing or no longer owns or keeps a pet at the Premises. The Tenant must provide written proof that the pet is no longer in the household.

SECTION 6. PETS - GENERAL CONDITIONS

The Tenant agrees to comply with these rules and the violation of these rules shall be grounds for removal of the pet or termination of the Tenant's tenancy, or both.

- A. Only 1 pet is allowed in the elevator at a time. If one pet is already in the elevator car when it stops at a floor, the second pet owner must wait for a car to stop without another pet in it.
- B. Pet owners must use the nearest accessible exit when taking their pet outside.
- C. No pet may be left unattended, whether tied or tethered, outside of the Tenant's unit or building.
- D. No pet is permitted to be taken to a floor other than the first floor and their own apartment floor.
- E. Pets are not to be taken into other tenants' apartment for any reason.
- F. Pets are never permitted in the building's public rooms such as the offices, laundry room, lounges, or community rooms.
- G. Tenants shall not alter their unit, porch, balcony or hallway in any way as to create an enclosure for their pets.
- H. Apartments, patios, balconies and hallways must be kept clean and free of hair, feathers, seeds, droppings, urine, feces and odors at all times.
- I. Costs of extermination from fleas, ticks, or other animal related pests caused by a tenant's pet will be the responsibility of such tenant.
- J. Tenants shall not permit any disturbance by their pet, which would interfere with other tenants' quiet enjoyment of their accommodations. This includes disturbances such as loud barking, howling, scratching, whining, loud chirping, yowling, screeching, or other such activities.

K. Insurance - Revision date October 16, 2008

(not required for birds or fish)

The tenant should provide proof of a Liability Insurance Policy with the Pet Registration Form. This policy shall provide proof of Liability Insurance to cover property damage and personal injury in an amount not less than \$50,000.00. The Insurance Policy should remain in effect for the time that the pet in housed is the unit. The tenant should provide proof of insurance each year at Recertification.

L. Pet Waste

Pet Waste must be properly disposed of as specified in the specific pet regulations applying to the type of pet in question. At no time will pet waste of any type be permitted to be placed in any trash chute, wastebaskets, or garbage cans inside the building.

Pet waste of all types, including litter box and cage cleaning, must be put in tightly fastened, heavy duty plastic bags and placed outside in the dumpster or (for residents who live in row houses) in garbage cans with lids, provided by the resident. A \$5.00 charge will be levied each time the Tenant fails to remove pet waste in accordance with the rules.

M. Pet owner removing pet from apartment.

Whenever a pet is out of the apartment or house for any reason, such pet will be confined in some way so that it does not become loose in the building. Recapture of a loose pet is the sole responsibility of the Tenant. The Landlord will not be involved or take responsibility for such recapture.

N. Pets cannot be tied or left unattended outside of the Tenant's unit.

SECTION 7. VISITING PETS

Visiting pets are not permitted without specific written permission from the Landlord. If such written permission is granted, all provisions of this Pet Rider will apply to the visiting pet while on the Landlord's premises.

SECTION 8. PROTECTION OF THE PET

If the health or the safety of a pet is threatened by the death or incapacity of the Tenant or by other factors that render the Tenant unable to care for the pet, the Landlord will contact one of the three persons listed on the Pet Responsibility Card. If none of these 3 responsible people are willing or able to care for the pet, or after reasonable efforts the Landlord has been unable to contact one of the three persons, the Landlord will contact the appropriate state or local agency and request removal of such pet. If there is no state or local agency authorized to remove a pet under these circumstances, the Landlord or its designee will enter the Tenant's unit, remove the pet, and place it in the Animal Rescue League for permanent disposition.

SECTION 9. OWNER'S ABSENCE

If the Tenant is temporarily absent such as in the hospital or on vacation, the Landlord must be notified as soon as possible before the Tenant leaves with the name of the person who will take total responsibility to regularly care for the pet until the Tenant returns.

Failure to abide by the above regulations will cause the Landlord to arrange for removal and care of the pet as stated in Section 9, with the cost for such care the full responsibility of the Tenant.

SECTION 10. PET VIOLATIONS

1. **Loose Pets** - If a pet gets loose and out of the Tenant's Premises, the Tenant, and not the Landlord is responsible for damages and recapture. The Tenant will immediately clean up any waste and pay the cost of any damages incurred within 5 days of presentation of the bill from the Landlord or another tenant if they or their property is involved.

2. **Notice of Pet Rule Violation.** If the Landlord determines on the basis of objective facts, supported by written statements, that the Tenant has violated a rule governing the keeping of pets, the Landlord will serve a notice to the Tenant of pet rule violation. The notice of pet rule violation will be in writing and will:

- a. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
- b. State that the Tenant has 10 days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a grievance hearing to discuss the violation with the Landlord.

- c. State that the Tenant's failure to correct the violation or to request a grievance or to appear at a grievance hearing shall result in initiation of such procedures to have the pet removed or to terminate the Tenant's tenancy, or both.

SECTION 11. PET REMOVAL

If a pet becomes vicious or displays symptoms of severe illness or other behavior that constitutes an immediate threat to the health or safety of the pet or other tenants as a whole, the Landlord or an authorized agency will be permitted to enter the Tenant's unit, remove the pet, and take such action with respect to the pet as may be permissible under state and local law. The Landlord is permitted to enter the Premises in such case as above if anyone of four situations apply:

- a. The Tenant has refused to remove the pet or if the Landlord is unable to contact the Tenant to make the removal request.
- b. If the Tenant is willing but unable due to accident or illness to remove the pet.
- c. Should the Tenant decide for any reason they no longer want the pet, it is the Tenant's responsibility to remove it and find somewhere to take it themselves at their expense.
- d. Landlord reasonably believes the pet is being abused or neglected.

1. Notice for Pet Removal. If the Landlord determines that the Tenant has failed to correct the pet rule violation, the Landlord may serve a notice to the Tenant requiring the Tenant to remove the pet. The notice will be in writing and will;

- a. Contain a brief statement of the factual basis for the determination and the pet rule that has been violated;
- b. State that the Tenant must remove the pet; and
- c. State that failure to remove the pet shall result in initiation of procedures to have the pet removed or terminate the Tenant's tenancy, or both.

SECTION 12. DEATH OF PET

Should a pet die on the Landlord's property it is the responsibility of the Tenant to dispose of the pet immediately. If this is not done within 1 day and the Landlord must dispose of such pet,

the Tenant will be responsible for all costs incurred by the Landlord. The pet may not be disposed of on the Landlord's property or in a dumpster located thereon.

SECTION 13. UNIT INSPECTION

The Landlord's maintenance personnel will not be permitted to enter the Premises housing a dog or cat unless the Tenant is home and places the pet on a leash or is under control at all times while the maintenance personnel are in the unit. Any problems noticed at an inspection, such as damages to the Premises or odors, will be rectified by repairs or extermination within ten (10) days of the inspection. If the Tenant has not arranged for repairs or extermination within such ten (10) day period, the Landlord will then make the necessary repairs or extermination at the Tenant's expense. These charges are considered to be the same as rent due and owing and must be paid within thirty (30) days of invoice.

SECTION 14A. DOGS.

In addition to the other sections of these rules, the following apply:

Dogs must be no less than six (6) months old and completely housebroken.

Proof that the dog is already neutered or spayed must be furnished.

Each dog must be licensed by the appropriate local governmental agency and proof of license renewal is required each year by the Tenant. Dogs must wear a collar at all times showing license and owner's name and address, plus a flea collar.

Each year, by January 31st, the Tenant must show proof that the dog has had the proper Parvo shots for distemper and rabies. This proof must be signed by a veterinarian.

A dog cannot be over 14 inches tall at the top of the shoulder, or weight over 25 pounds at maturity. In the case of a 6 month old dog, a statement from a veterinarian will be required verifying that normally that type of dog will not be over the size requirements as listed.

A dog must be on a leash at all times when outside of the Tenant's Premises unless it is in an approved locked pet carrier. Small dogs should be held and carried through the building even if on a leash.

In the case that a pet deposits waste on the Landlord's property, the Tenant must remove such waste immediately upon deposit on the Landlord's property. Waste must be placed in a plastic bag, sealed tightly, and put inside an outside dumpster.

It is the Tenant's responsibility to clean the stairwell if there is any deposit of hair, mud, snow, or animal waste from their pet. Also, if a pet tracks snow, rain or mud into an elevator, stairwell or hallway, this must be cleaned up by the Tenant immediately.

Dogs should be brushed on a regular basis so that their hair does not shed during their trips in and out of the building.

No dog may stay alone in a unit overnight. It is the responsibility of the tenant if they have to leave suddenly and be away overnight to take the pet elsewhere until they return. If a pet is found alone, it will be removed and disposed of.

Whenever Landlord's employees or contractors need to enter the Unit, the Tenant must be present and the dog must be under control.

SECTION 14B. CATS

In addition to the other sections of these rules, the following apply:

Cats must be no less than six (6) months old and must be litter box trained before admission. Proof that the cat has been spayed or neutered must be shown before admission approval.

Cats must wear a collar at all times showing owner's name and address plus a cat flea collar.

Proof must be shown before admission and each year by February 15th that the cat has had the proper FVR-CP and rabies and distemper shots. This proof must be signed by a veterinarian.

Cats must be on a leash at all times and carried when outside the Tenant's apartment or carried in an approved locked pet carrier.

The Tenant must use a cat litter box and waste must be cleaned daily from the litter box, laced in a tightly fastened plastic bag, and placed in the outside dumpster by the cat owner. Litter must be disposed of a minimum of twice a week and replaced with new, clean litter. Soiled litter must be placed in a tightly sealed plastic bag and placed in the outside dumpster. Cat waste and litter are never to be disposed of in the building.

No cat can be over 10 inches tall at the shoulders or weigh over 18 pounds.

No cat may stay alone in an apartment overnight. It is the responsibility of the Tenant if they have to leave suddenly and be away overnight to take the pet elsewhere until they return. If a pet is found alone, it will be disposed of.

In the case that a cat deposits waste on the Landlord's property, the Tenant must immediately remove such waste. The waste must then be placed in a plastic bag, sealed tightly and put in an outside dumpster.

Whenever Landlord's employees or contractors need to enter the unit, the Tenant must be present and the cat must be under control at all times.

In the event the cat deposits hair, mud, snow, water, or animal waste in the building in the hall, stairwell, or elevator, this must be cleaned up by the Tenant.

The Tenant also agrees to comply with these rules as provide in this Rider, and the violation of these rules shall be grounds for removal of the pet or termination of the Tenant's tenancy, or both in accordance with the provisions of this policy and applicable regulations.

DO NOT SIGN THIS RIDER IF YOU HAVE NOT READ IT CAREFULLY AND HAD ALL QUESTIONS ANSWERED, AS THIS DOCUMENT IS A BINDING PORTION OF YOUR LEASE.

By _____

Project Manager

Tenant's Signature

Witness _____

Henry E. Meyer Towers
CLEARFIELD COUNTY HOUSING AUTHORITY
PET REGISTRATION FORM

As of this date, _____ I _____ of apartment
_____ am requesting registration of the following type pet, a (TYPE)
_____, named _____ age _____.

Picture attached. Bird's vet voluntary, Fish Exempt

My pet's veterinarian is _____ at _____,
Phone: _____

****VETERINARIAN TO FILL OUT THE FOLLOWING:**

This pet had the following necessary inoculations:

which are effective until _____.

I am certifying that this pet is in good health and has been spayed or neutered as required by management on
_____.

Veterinarian's Signature

Date

As the pet owner, I hereby certify that I have a pet license and it is in effect until _____ (copy attached).

As the pet owner, I also have read the Pet Lease Amendment and agree to abide by those regulations. My signed Pet Responsibility Card is attached.

Signature

Date

All in order, approved by _____

Date: _____

PET RESPONSIBILITY FORM

(Must be filled in, signed, and submitted with the Registration Form to the Clearfield County Housing Authority before the pet can be approved).

As a pet owner residing in a Clearfield County Housing Authority managed building, I have contacted the following three(3) local persons who have agreed by their signatures to accept the responsibility for removal and/or care of my pet if I become ill or for any reason cannot temporarily care for this pet.

1. I have read the Pet Regulations and agree to abide by these rules and assume responsibility for the pet _____ owned by _____
(name of pet) (pet owner) of _____
_____. In the event the owner is out of town, or for any reason is not able to continue care of the pet temporarily when called by the owner or Clearfield County Housing Authority.

PHONE: _____

2. I have read the Pet Regulations and agree to abide by these rules and assume responsibility for the pet _____ owned by _____
(name of pet) (pet owner) of _____
_____. In the event the owner is out of town, or for any reason is not able to continue care of the pet temporarily when called by the owner or Clearfield County Housing Authority.

PHONE: _____

3. I have read the Pet Regulations and agree to abide by these rules and assume responsibility for the pet _____ owned by _____
(name of pet) (pet owner) of _____
_____. In the event the owner is out of town, or for any reason is not able to continue care of the pet temporarily when called by the owner or Clearfield County Housing Authority.

PHONE: _____