

ANIMAL AGREEMENT

Lessor: The 512 Investment Co., LLC

Lessee: _____

Leased Premises: _____

Lease Term Commencing _____, 20____ and ending _____, 20____

THIS ANIMAL AGREEMENT applies to the lease of the above-described leased premises for the above-stated term. Except as modified by this Animal Agreement, the paragraph relating to animals in the lease remains in full force and effect. Any violation of this Animal Agreement shall be deemed a lease violation, giving lessor the options of revoking this Animal Agreement and removing the animal(s) from the premises and/or pursuing available remedies for the lease violation. Revocation of this Animal Agreement shall not constitute a waiver of lessee's responsibility for any damages.

Lessor hereby grants permission to lessee to keep and maintain only the following-listed animal(s) in, upon and about the leased premises, subject to all terms of this Animal Agreement:

The parties further agree:

1. Upon signature of this Animal Agreement and before bringing the described animal(s) upon the leased premises, lessee shall deposit with lessor a Animal Deposit in the amount of \$_____, to be held by lessor as security for any damages caused by the described animal(s). The Animal Deposit may be commingled with other funds of lessor, shall bear no interest, and is not subject to the laws governing regular residential lease security deposits. Lessor has absolute discretion whether to refund the Animal Deposit to lessee in whole, in part, or at all, and lessee shall have no claim against lessor with regard to any such refund or lack thereof.

2. Only the animal(s) described above are authorized by this Animal Agreement. If an animal is replaced, or an additional animal is desired, a new Animal Agreement is required.

3. Lessee warrants that the animal(s) is/are housebroken. Lessee warrants that the animal(s) has/have no history of causing physical harm to persons or property, such as biting, scratching, chewing, etc., and further warrants that the animal(s) has/have no vicious history or tendencies.

4. Lessee shall comply with all applicable laws and ordinances relating to the animal(s), including vaccination, licensing, leash and droppings-cleanup laws. Lessee shall not allow the animal(s) to cause danger, damage, nuisance, noise, and/or health hazard. Lessee shall not allow the animal(s) to soil the premises, grounds, common areas, walks, parking areas, landscaping or gardens. Lessee agrees to clean up after the animal(s). Lessee shall properly dispose of cat litter on a frequent basis; odors arising from cat litter or otherwise shall be considered a violation. Birds shall be properly caged; seeds and droppings will be shielded or caught to prevent accumulation and/or damage to floors and floor coverings. Fish aquariums must not leak and must be cleaned regularly to prevent foul water and/or odors.

5. Lessee shall not allow any animal to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior include but are not limited to: **(a)** Causing personal injury or property damage, including damage to the leased premises. **(b)** Being in a common area and not under the complete physical control of a responsible person on a hand-held leash no more than six feet in length or in a pet carrier. **(c)** Relieving themselves on walls or floors of common areas. **(d)** Exhibiting aggressive or other dangerous or potentially dangerous behavior. **(e)** Being conspicuously unclean or parasite infested. **(f)** Making noise that disturbs other tenants or neighbors.

6. Lessee agrees to accept full liability for any damage, injury, or legal actions arising from or caused by the animal and to indemnify and hold lessor harmless with respect thereto.

7. No authorized animal shall be kept, bred or used for any commercial purpose.

8. Lessee shall not allow animals to roam free. Lessee shall not leave animals unattended on patios or balconies or in common areas. Animals in transit or being walked shall be restrained by a leash no longer than six feet or placed in an animal carrier.

9. Any violation of this agreement shall be grounds for lessor to terminate this agreement and/or the lease.

10. If the animal(s) is/are dog(s), the following specific rules apply:

a. The dog(s) must be kept inside the leased premises and not in a dog house, kennel, shed or fenced area outside. The dog(s) may not be tethered, chained or otherwise tied up outside.

b. Barking dogs, vicious dogs, or dogs that exhibit other annoying or dangerous behavior will be cause for revoking this Animal Agreement.

c. Photograph(s) of the dog(s) must be furnished to lessor.

d. If required under local law, lessee shall maintain liability insurance covering injuries and damages caused by the dog(s) and shall provide lessor with proof of such insurance.

LESSOR: The 512 Investment Co., LLC

Date Signed

By authorized representative

LESSEE:

Date Signed

Date Signed