

## PET ADDENDUM WITH PET RULES

This Agreement is entered into on \_\_\_\_\_, by and between RAC Investment Group, LLC (Landlord) and \_\_\_\_\_ (Tenants) shall be incorporated as an Addendum to the original Lease Agreement between the parties for rental of the Premises located at 120 S El Camino Real # Millbrae CA 94030. Landlord and Tenant(s) agree as follows:

1. **Description of Pet.** The Lease covering the Premises provides that no pet(s) are permitted on or about the Premises without Landlord's written consent. Tenant(s) are hereby permitted to have only the following described pet(s), subject to the terms and conditions of this Pet Agreement:

Name of Pet(s): \_\_\_\_\_

Type of animal(s): \_\_\_\_\_

Breed: \_\_\_\_\_

Color: \_\_\_\_\_

Age: \_\_\_\_\_

Weight: \_\_\_\_\_

Date of last rabies shot: \_\_\_\_\_

Name of Pet Owner: \_\_\_\_\_

No other animal (including any offsprings) shall be permitted by Tenant(s) in the Premises at any time.

2. **Pet Rules:** Tenant(s) agree to abide to the following rules:
  - (a) **Nuisance:** The Pet shall not cause any damage to the Premises, or to the common areas. The Pet shall not cause any discomfort, annoyance, or nuisance to any other Resident.
  - (b) **Sanitary Problems:** All pets must be housebroken. Tenants shall take action to avoid pest infestations (fleas, etc). **Tenant(s) shall immediately remove and properly dispose of all Pet waste on the grounds.** Pets may not be bathed or groomed in any common areas. No pet waste may be dropped down the trash chutes unless securely double-bagged.
  - (c) **Abandonment:** Tenant(s) may not abandon their Pet, leave their Pet for any extended period of time without food or water, or fail to care for it if it is sick.
  - (d) **Compliance with Laws:** Tenant(s) agree to comply with all applicable governmental laws and regulations, including municipal licensing and vaccination requirements.
  - (e) **Specify Type of Pets:** The following rules apply to specific types of Pets:
    - (1) **Dogs:** Dogs must be kept on a leash at all times when they are outside the dwelling unit, and may not be left unattended. No dog is permitted unless it has been spayed or neutered and is current on it's shots. Veterinary proof is required. Dogs must be under 30 lbs. Dangerous breeds including Pit Bulls, Rottweilers, Doberman Pinschers, Chows, Akitas, Alaskan Malamutes, German Shepherds, Siberian Huskies, St. Bernard's, Wolf Hybrids, and a mix of any of the above are not allowed. Maximum 2 dogs.
    - (2) **Cats:** No cat is permitted unless it has been spayed or neutered. Veterinary proof is required. Your cat must be kept in the apartment at all times, except when you are transporting the cat. Under no circumstances are cats allowed on apartment balconies or in common indoor or outdoor areas. You may NOT dispose of litter in the toilet even if the litter is marked "flushable". Cat litter can clog pipes and cause flooding. Maximum 2 cats.
    - (3) **Birds:** Birds must remain in cages at all times. Maximum 2 cages.
    - (4) **Fish:** Fish tanks may NOT exceed 20 gallons and must be placed in a safe location in the dwelling unit. Maximum 2 tanks.

- (5) Others: Other types of pets are considered on a case by case basis at the sole discretion of Landlord.
- (6) Maximum total number of pets is 2; units over 1300sf can have 3 pets totaling less than 60 pounds, however rule 2.(e)(1) to 2.(e)(5) are still applicable.
- (f) Identification: All dogs and cats must wear identification collars or tags at all times.
- (g) Commercial User: Pets shall not be kept, bred, or used for any commercial purpose.
- (h) Insurance: Tenants shall carry renters' liability. Such policy shall cover damage caused by pet accidents and that it doesn't contain a dog bite exclusion or other such limitation.
- (i) Indemnity: Tenants hereby indemnify the Landlord and hold it harmless against loss or liability of any kind arising from their pet(s).
- (j) Additional Rules. Landlord may from time to time, upon 21 day's written notice to the Tenant(s) make reasonable changes or additions to the pet rules set forth above.

3. **Landlord's Remedies for Violations.**

- A. Removal of Pet by Tenant(s). If, in Landlord's sole judgment, any rule or provision of this Pet Agreement is violated by Tenant(s) or their guests, Tenant(s) shall immediately and permanently remove the Pet from the Premises upon 10 days' written notice from Landlord.
  - B. Removal of Pet by Landlord. If, in Landlord's sole judgment, Tenant(s) have abandoned the Pet, left it for any extended period of time without food or water, failed to care for it if it is sick, or left it unattended in violation of the rules herein, then Landlord may upon 1 day's prior written notice left in a conspicuous place, and in accordance with the terms of the Lease dealing with entry to the Premises, enter the dwelling of Tenant(s) to remove the Pet and turn the Pet over to the Humane Society or local authorities. Landlords shall not be liable for loss, harm, sickness, or death of the Pet unless due to Landlord's negligence. Landlord has no lien on the Pet for any purposes, but Tenant(s) shall pay for reasonable care and kennel charges if the Pet is removed in accordance with this paragraph.
  - C. Cleaning and Repairs. Tenant(s) shall be jointly and severally liable for the entire amount of all damages caused by the Pet. If any item cannot be satisfactorily cleaned or repaired, Tenant(s) must pay for complete replacement of such item.
  - D. Injuries: Tenant(s) shall be strictly liable for the entire amount of any injury to any person or property caused by the Pet and shall indemnify Landlord for all costs of litigation and attorney's fees from same.
  - E. Move-Out: After Tenant(s) vacate the Premises, they shall reimburse Landlord for the cost of de-fleaing, deodorizing, and shampooing necessary to protect future Tenants from possible health hazards.
  - F. Other Remedies: This Pet Agreement is an Addendum to the Lease between Landlord and Tenant(s). If any rule or provision of this Pet Agreement is violated, Landlord shall, in addition to the foregoing, have all rights and remedies set forth in the Lease for violations thereof, including, but not limited to, eviction, damages and attorneys' fees.
4. **Security Deposit**. Tenant(s) are responsible for and must immediately pay for all damages or injuries caused by their pets. If the above is not paid in a timely manner, management may use funds from the Tenant(s) security deposit to cover the expense, and Tenant(s) shall replenish the security deposit within 10 day notice.

\_\_\_\_\_  
Tenant:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Tenant:

\_\_\_\_\_  
Date: