

Pet Policy
Abilene Housing, Inc
Frontier Estates

Abilene Housing, Inc and Frontier Estates, of Abilene Kansas, in compliance with Section 227 of the Housing and Urban Development (HUD)-Rural Recovery Act of 1983, provides for pet ownership for Residents in housing for the elderly and handicapped under the following conditions and subject to the following restrictions.

I. Introduction:

The Pet Policy for Frontier Estates has been developed in accordance with regulations published in HUD Handbook 4350.3, Chapter 2, Para 2-23, pg2-39.

This policy shall apply to existing and prospective residents for occupancy at Frontier Estates. Failure to comply with any provision of this policy shall be considered a lease violation.

The pet rules for this project are incorporated into this policy. The rules adopted by Frontier Estates are reasonably related to the legitimate interest of Abilene Housing, Inc. including:

Abilene Housing, Inc.'s interest in providing a decent, safe and sanitary living environment for existing and prospective residents; Protecting and preserving the physical condition of the project; and Abilene Housing Inc's financial interest in the project.

II. Demonstration of Acceptability:

A. Landlord Approval:

All pets must be approved in writing by Frontier Estates, before the pet is brought onto the premises. The Resident/Pet Owner and AHI/FE must enter into a "Pet Agreement".

In addition to executing the Agreement, the Resident/Pet Owner must provide AHI/FE with documented proof of the proposed pet's health, suitability and acceptability in accordance with the provisions outlined in paragraph II.B Standards

A pet must be registered with AHI/FE before it is brought onto the project premises and annually thereafter. Registration includes:

1. Certificate signed by a licensed veterinarian, stating that the pet has received all inoculations required by State or local law.

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2. Statement signed by a licensed veterinarian that the animal is in good health, has no communicable diseases or pests and, in the cases of dogs and cats, is spayed or neutered.
3. Sufficient information to identify pet and demonstrate it is a common household pet.
4. Name, address, and phone number and signed agreement of two responsible parties to care for the pet if the owner dies, is incapacitated or unable to care for the pet.
5. Execution of a Pet Agreement, stating that the Resident accepts complete responsibility for the care and cleaning of the pet and acknowledges the applicable rules.
6. Pet must be licensed in accordance with applicable State and local regulations.

Registration will be coordinated with annual reexamination date(to be determined by Abilene Housing, Inc / Frontier Estates.

Approval for the keeping of a pet shall not be given until all specified requirements are met and approved by the Board of Directors.

AHI/FE shall refuse to register pet if:

The pet is not a common household pet identified more specifically in this policy.

Keeping the pet would violate any applicable House Pet Rules.

Pet Owner fails to provide complete pet registration information or fails to annually update the registration.

The Landlord reasonably determines, based on the Pet Owner's habits and practices, that the Pet Owner will be unable to keep the pet in compliance with pet rules and other lease obligations. The pet's temperament may be considered as a factor in determining the prospective Pet Owner's ability to comply with the pet rules and other lease obligations.

AHI/FE may not refuse to register a pet based on the determination that the Pet Owner is financially unable to care for the pet or that the pet is inappropriate, based on the therapeutic value to the Pet Owner or the interests of the property; or existing Residents.

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AHI/FE is required to notify the Pet Owner if the Landlord refuses to register a pet. The notice shall state the basis for the action and shall be served in accordance with the HUD notice requirements.

The notice of refusal to register a pet may be combined with a notice of pet violation.

The requirements may not conflict with State or local law. A Resident who cares for another Resident's pet must notify Landlord and must agree to abide by all the pet rules in writing.

B.Standards:

Common household pets as outlined below will be permitted under the following guidelines:

1. Dogs. Maximum number – one (1) each; maximum weight – 30 pounds; must be housebroken; must be spayed or neutered; must have all required inoculations; must be licensed as specified now or in the future by State and local ordinance.
2. Cats. Maximum number – one (1) each; must be de-clawed; must be spayed or neutered; must have all required inoculations; must be trained to use a litter box or other waste receptacle; must be licensed as specified now or in the future by State law or local ordinance.
3. Birds. Maximum number – two (2) each; must be enclosed inside a cage at all times.
4. Fish Maximum aquarium size - 20 gallons; must be maintained on approved stand.

Resident's failure to properly register a pet prior to bringing a pet onto the premises shall result in the initiation of an action to remove the pet and evict the Resident.

Animals, which assist disabled persons, are excluded from this Pet Policy, but shall comply with all requirements of the lease and other policies pertaining to the operation of Frontier Estates. The Resident /Pet Owner shall be required to certify animals that assist the disabled as an animal to be thus excluded. The certification shall contain the following:

1. Written certification signed by a physician or other licensed health care professional that the person suffers from a disability, which may be aided by a service or assistance animal.

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2. Written certification signed by a physician or licensed health care professional that such animal is a necessary apparatus for specified, enumerated medical reasons to assist or treat the disability.
3. Evidence of annual vaccination for rabies as attested by a licensed veterinarian.
4. Any required local animal license as may be applicable. All such certifications shall contain the complete name, address and telephone number.

The Board of Directors must approve any exceptions to this policy **in advance**.

MyDocs/Policies/Pet.doc

FRONTIER ESTATES
PET CONSENT / RESPONSIBILITY AGREEMENT
Revised 4/09/10

This Pet Agreement, when executed, becomes an attachment to the lease between the resident and Frontier Estates

PLEASE NOTE: **Pets are a serious responsibility** and risk for each resident in the dwelling. If not properly controlled and cared for, pets can disturb the rights of others and cause damages for which residents may be held liable.

1. PARTIES/PREMISES/TERMS

This agreement is made this _____ day of _____, _____ and will become part of the current apartment lease commencing on _____, _____, between _____, tenant(s) and **Duane Facklam**, Landlord for the premises known as **Frontier Estates** Apt # _____ In the City/State of **Abilene, Kansas**

2. CONDITIONAL AUTHORIZATION FOR PET

Residents are hereby authorized to keep a pet (one pet only), which is described below on the premises of the above dwelling unit until the above-described lease expires. Authorization may be terminated sooner if residents right to occupancy is lawfully terminated or if the pet rules listed below are violated by resident(s) or residents' guest or occupants.

3. PET DEPOSIT

A pet deposit of \$250.00 will be required. This deposit is in addition to the original security deposit. It will be used to pay expenses directly attributable to the presence of the pet on the property.

If the resident chooses to pay the entire amount of deposit upfront, that is acceptable. A payment schedule can be agreed upon by the management and the resident, with payments not to exceed \$10 per month. The resident can pay more at any time. All, or part of the deposit will be returned to the resident when the resident moves out, or the pet no longer lives on property. This, of course depends on how much cleaning / repair is needed, because of the pet. If the cost of cleaning/repair exceeds the amount of deposit, then the resident will be responsible for the difference.

4. NO LIMIT ON LIABILITY

The additional security deposit under this Pet Agreement is not a limit on resident's liability for property damage, cleaning, deodorization, exterminating, replacements and/or personal injuries as set forth below.

5. MULTIPLE RESIDENTS

Each resident who signed the lease shall sign this Pet Consent Agreement. Residents and residents' guest or occupants shall abide by all pet rules. Each resident shall abide by all pet rules. Each resident shall be jointly and severally liable for damages and all other obligations set forth here in, even if such resident does not own the pet.

6. DESCRIPTION OF PET

Only the following described pet shall be authorized to be kept in the residents' dwelling unit. No substitutions allowed. Residents or residents' guest or occupants shall permit no other pet on the premises. In the event of the pet's demise, the resident should notify

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management within 7 days. The resident is not to secure another pet without management's written authorization and a newly executed pet agreement.

Pet's Name: _____
Breed: _____ Dog Cat
Weight: _____ Age: _____ Color: _____

- a. Only a small, mature pet is permitted. Doberman, Shepherd, Chow, etc are considered large type animals. Your pet cannot weigh more than 30 lbs.
- b. A statement from your veterinarian, within the last six (6) months verifying your pets' weight and general health is required before you can move the pet in.
- c. The animals such as snakes, reptiles, rabbits, ferrets, rodents and insects are not permitted under any circumstances.

7. LIABILITY FOR DAMAGES, CLEANING, ETC.

Residents shall be liable for the entire amount of all damages caused by such pet and all cleaning, exterminating, and deodorizing required because of such pets. This applies to carpets, doors, walls, blinds, windows, screens, furniture, appliances, and any other part of the dwelling unit, landscaping, and other improvements on the property. If such items cannot be satisfactorily cleaned or repaired, residents must pay for the complete replacement by the landlord. Payment for damages, repairs, cleaning and replacements, etc shall be due immediately upon demand. Residents shall be strictly liable for the entire amount of any injury to the person or property of others caused by such pet and resident shall indemnify landlord for all litigation resulting from the same.

8. MOVE-OUT

Upon move-out of the residents, a deduction may be made for pest control, deodorizing and/or shampooing to protect future residents from possible health hazards, regardless of how long the pet occupied the premises. Such shampooing, exterminating, and/or deodorizing will be arranged by the landlord and paid for by the resident.

9. PET RULES

Residents are responsible for the actions of their pet at all times. Residents agree to abide by the following rules:

- a. Resident agrees that the pet will not disturb the rights, comforts, and conveniences of neighbors or other residents. This applies whether the pet is inside or outside the residents' dwelling.
- b. Dogs and cats must be housebroken.
- c. Pets shall not be tied to any fixed object outside the dwelling unit, including patio areas, walkways, fences, stairs, stairwells, parking lots, grassy areas, or any other area of the property.
- d. Resident shall not permit pet out of lease premises unless it is in the custody of a responsible person and on a short leash. All pets must be on a short leash when in the building or on the grounds. Residents' pet must be fed and watered inside the dwelling unit; and pet food or water may not be left outside the dwelling unit at any time.
- e. Pet shall be kept on a leash and under residents' supervision according to all city and county ordinances when outside the dwelling. Landlord or landlord's representative shall have the right pick up unleashed pets and/or report them to the proper authorities.
- f. Designated area for pet defecation inside the unit: Use kitty litter box on vinyl surfaces only. All litter box material must be put in a plastic bag and tied up before it is put in the dumpster. DO NOT FLUSH LITTER IN THE TOILET.
- g. Designated area for pet defecation outside the unit: A minimum of 100 feet from any building entrance, with resident responsible for the **immediate**

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- removal of waste and repair for damages. If Landlord Personnel is required to pick up pet waste there will be a \$15.00 waste removal charge each time.
- h. Resident will be responsible and will pay for any damage or destruction caused by the pet to the leased premises, furnishings or other property of Landlord, apartment building and surrounding areas. Resident acknowledges such responsibility and liability would include the repair of damaged items to their former condition and/or replacement where necessary, in the sole opinion of the Landlord.
 - i. Resident agrees to put the pet out for board at a kennel or otherwise remove the pet from the leased premises for the balance of the lease term, if the pet is or becomes a nuisance or annoyance or interferes with the rights or enjoyment of other tenants, or because of any noises or smells emanating from the pet, or damage by the pet, if Landlord shall subsequently revoke this consent.
 - j.

10. ADDITIONAL RULES

Landlord shall from time to time have the right to make reasonable changes and additions to the above rules if in writing and distributed to all residents who are permitted to have pets.

11. VIOLATION OF RULES

If any rules or provisions of this Pet Consent Agreement are violated by residents or residents' guest or occupants, in the sole judgment of the landlord, residents shall immediately and permanently remove the pet from the premises upon written notice by the landlord or landlord's representative: and landlord shall have all other rights and remedies set forth in the termination paragraph of the lease, including damages, evictions and/or eviction fees.

Resident agrees to peaceably remove the pet after receiving written notice of three incidents of infractions of the Pet Policy or rules state above. Three incidents occurring within a 24-month period will commence proceeding to remove the pet. If a pet bites or attacks any person on the premises, such will cause for immediate removal of the pet and is a one time only violation. Failure to remove the pet will be considered to be a default under the lease, thereby requiring the tenant to move from the premises upon proper notice. The below signed per owner further agrees that if they have been required to remove one pet due to rule infractions they will not be allowed to own another pet on the premises.

12. COMPLAINTS ABOUT PET

Resident agrees to immediately and permanently remove the pet from the premises if landlord receives reasonable complaints from neighbors and other residents or if landlord, in landlord's sole discretion determines that the pet has disturbed the rights, comforts, or conveniences of neighbors and other residents. **The additional security deposit is not refundable prior to surrender of the premises by all residents, even if the pet is removed.**

13. GENERAL

Residents acknowledge that **no oral or written agreement exists regarding the Pet Consent Agreement**. Except for written rule changes pursuant to paragraph 10 hereof, landlord's representative has no authority to modify this Pet Consent Agreement or any pet rules. This pet agreement and the pet rules shall be considered as part of the lease described above. It has been executed in multiple copies, one for the resident and one for the landlord.

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THIS IS A BINDING LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING

I have read and received and understand the provisions of the Pet Policy, and agree to comply fully with the stipulated provisions.

I understand that violation of the Pet Policy may constitute cause for the removal of my / our pet from the premises or termination of my / our residency (or both).

I accept complete responsibility for the care and cleaning of the pet.

When required by Frontier Estates to remove the pet from the premises, for cause, I agree to accomplish this removal and understand that failure to do so may constitute cause for the initiation of an eviction.

In the event I want to substitute pets or, if the pet is removed from the unit, to add another pet, I realize I will have to reapply for approval of the new pet.

In the event, I have visitors who bring a pet, I will accept the total responsibility for their pet, and all rules stated above will apply to this pet. This also applies to the situation of me caring for the pet in the absence of the owners.

Resident Signature _____ - Date _____

Landlord _____ Date _____

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To be filled by the licensed Veterinarian:

<u>Type</u>	<u>Weight</u>	<u>Date and Evidence of Certification of Good Health</u>		<u>License</u>
		<u>Inoculations</u>	<u>Spayed/Neutered</u>	
Dog	_____	_____	_____	

Cat	_____	_____	_____	

Other	_____	_____	_____	

Copies of Certificates must be attached and evidence of renewal of certification must be submitted annually.

Copies of License must be attached and must be renewed annually or as required by State or Local law.

Comments: _____

Signed: _____ Date _____

Veterinarian
