



FOXHILL TOWNHOMES
A UNIVERSITY MANAGEMENT, INC. COMMUNITY
www.umicommunitites.com

Rental Office

1627 Devon Lane Harrisonburg, Virginia 22801
Phone (540) 432-5525 Fax (540) 432-5592

PET ADDENDUM

This Pet Addendum shall be incorporated into the Lease Agreement dated _____ between Landlord and _____ (Resident) for the Premises located at _____ for the Lease Term beginning _____ and ending _____.

Resident hereby requests permission to keep the pet described herein in the Premises. Landlord agrees to allow Resident to keep the pet described herein in the Premises during the Lease Term subject to the terms contained herein.

Landlord and Resident agree as follows:

1. **ALLOWABLE PETS** – Allowable pets shall include qualifying dogs and cats only. Pets must weigh thirty (30) pounds or less.
2. **SERVICE ANIMALS AND EMOTIONAL SUPPORT ANIMALS** - Service animals and emotional support animals are not considered pets. Terms and conditions involving service animals and emotional support animals are further described in the Lease Agreement.
3. **DISALLOWED ANIMALS** - Disallowed animals include, but are not limited to, any dog listed in the Schedule of Disallowed Breeds contained herein, snakes, spiders, birds, ferrets, other rodents, and all undomesticated or wild animals.
4. **CONSENT OF CO-RESIDENTS** – As a condition of the execution of this Pet Addendum, Resident shall obtain the written consent of ALL Co-Residents of the Townhome. This consent shall be irrevocable, except for reasonable and legitimate reasons concerning safety, health, destruction of property, peaceful enjoyment of the Premises, and/or other relevant factors. Any revocation of consent must be submitted to Landlord in writing and must be approved by Landlord in writing. Consent of Co-Residents shall be evidenced by signatures of all Co-Residents herein.
5. **TERMS** - The terms Landlord, Resident, Co-Resident, Premises, Townhome, Townhome Common Area, Property, Property Common Area, Lease Term, Term Rent, Rent Installment Addendum, and Security Deposit shall be as defined in the Lease Agreement.
6. **DESCRIPTION OF PET** - (to be completed by Resident):

Animal's Name _____

Type (dog or cat) _____ Breed _____

Age _____ Gender _____

Color _____ Weight _____

Spayed or neutered? Yes _____ No _____ Declawed? Yes _____ No _____

City/County of License _____

Date of License _____ License No. _____

7. **NON-REFUNDABLE FEE** – Upon execution of this Pet Addendum, Resident shall pay to Landlord a non-refundable fee of One-Hundred Dollars (\$100).

8. **DEPOSIT** – Upon execution of this Pet Addendum, Resident shall pay to Landlord a deposit of One-Hundred and Fifty Dollars (\$150). This deposit shall represent an addition to the security deposit described in the Lease Agreement. This increase in the security deposit is not refundable until the end of the Lease Term, even if the pet is permanently removed. Upon expiration of the Lease Term, this increase in the security deposit shall be applied to any balance due Landlord regardless of whether or not the balance due is attributable to charges for damages caused by the pet. Any refund of the security deposit, including this increase in the security deposit, shall be as described in the Lease Agreement.
9. **ADDITIONAL TERM RENT** - Resident shall pay to Landlord additional Term Rent in one of the following methods:
- Pet Addendum executed **BEFORE** the start of the Lease Term - Resident shall pay to Landlord Additional Term Rent of Two-Hundred and Forty Dollars (\$240) as further described in the Rent Installment Addendum, OR
 - Pet Addendum executed **AFTER** the start of the Lease Term – In addition to the Term Rent described in the Rent Installment Addendum, Resident shall pay to Landlord Additional Term Rent of \$_____ payable in one of the following methods:
 - A single payment of \$_____ due upon execution of this Pet Addendum, OR
 - A single payment of \$_____ due upon execution of this Pet Addendum and monthly installments of \$_____ due on the fifteenth (15th) day of each month thereafter over the remainder of the Lease Term.
10. **BEHAVIOR** - The pet shall not behave aggressively, violently, or in such a way that poses a threat to others, other pets, or any property. By signing this Pet Addendum, Resident hereby affirmatively represents all of the following:
- The pet has no known history of aggressive, violent, or threatening behavior that posed a threat to others, other animals, or any property, for which adequate corrective action has not been taken.
 - Resident is not aware of any incident where the pet has injured any person or animal.
 - Resident is not aware of any propensity or predisposition of the pet to injure any person or pet.
11. **NOISE** - The pet shall not make noise that reasonably disturbs Co-Residents or neighbors.
12. **PET WASTE** – Pets are allowed to defecate and urinate in designated areas only, with the exception of cats which are allowed to use properly maintained litter boxes inside the Premises. Resident shall immediately remove and properly dispose of any solid waste generated by the pet on any Property owned by Landlord or its affiliates.
13. **DAMAGES** - All terms of the Lease Agreement pertaining to care of, and damages to, the Premises shall apply to any damages caused by the pet, except as specifically described herein. These terms shall also apply to damages to furniture provided by Landlord, Property Common Area, amenities, and all other property owned by Landlord or its affiliates, except as specifically described herein. Damages include, but are not limited to, damages caused by pet urination or defecation, excessive odors, and flea infestation.
14. **DAMAGES TO TOWNHOME COMMON AREA** – Any terms in the Lease Agreement pertaining to shared financial responsibility with any Co-Residents for damages to Townhome Common Area, and damages to any furniture provided by Landlord in any Townhome Common Area, shall hereby be amended as follows:
- Damages to Townhome Common Area, and damages to any furniture provided by Landlord in Townhome Common Area, that are directly attributable to the pet described herein shall be the sole responsibility of Resident. Under these circumstances, the cost to repair, replace, or otherwise return the damaged portion of the Townhome Common Area to its original condition shall be solely paid by Resident and not allocated among all Co-Residents.
 - In the event two or more Co-Residents are approved to possess a pet in the Townhome, damages to Townhome Common Area, and damages to any furniture provided by Landlord in Townhome Common Area, that are directly attributable to any pet shall be divided equally among all Co-Residents that have pets, regardless of the specific pet that may have caused the damage. Landlord is not obligated to recognize any understanding or agreement that may exist between Co-Residents with respect to the portion of the damages that may have been caused by any one specific pet as opposed to any other specific pet.
15. **ACCESS TO PREMISES** – Resident shall remove, confine, or restrict the pet at any time that the pet is likely to limit or prohibit access to the Premises by Landlord or its agents as provided in the Lease Agreement.
16. **OTHER PET POLICIES** –
- The pet may not be left unattended for any period of time while on any patio or while outside the Premises. The pet may not be left unattended while inside the Premises for any unreasonable period of time.
 - The pet shall be properly restrained by a leash or other recognized methods and under Resident’s direct supervision when outside the Premises. The pet shall not be tied to any exterior fixed object.
 - The pet must be fed inside the Premises. Food for the pet may not be left on patios, in Property Common Area, or in any other location outside the Premises.
 - Resident shall regularly maintain the cleanliness of any area occupied by the pet, including pet sleeping and feeding areas. Resident shall regularly maintain the cleanliness of litter boxes.
 - Resident shall obtain regular and adequate veterinary care for the pet. Resident shall ensure that all shots remain current.

- f. Resident shall comply with all laws governing animals, including but not limited to, maintaining all required licenses and shots.
 - g. Resident shall promptly notify Landlord of any offspring of the pet, and unless prior written consent is provided by Landlord, Resident shall promptly remove from the Premises the offspring of the pet.
 - h. Resident shall not bring the pet into Landlord's rental office without the approval of Landlord.
17. **DEFAULT** – If Resident breaches any provision of this Pet Addendum, Landlord may declare Resident in default of this Pet Addendum and concurrently the Lease Agreement. In the event of such default Landlord may require permanent removal of the pet from the Premises, in addition to other remedies available to Landlord. If required to do so, Resident agrees to remove the pet within forty-eight (48) hours of receipt of written notice from Landlord, except in any case where the pet poses an immediate threat to the safety of others or their property in which case the pet must be permanently removed immediately upon written notice from Landlord.
18. **LIMITATION** – This Pet Addendum shall apply to the specific pet described herein only. No other pets are allowed in the Premises unless approved by Landlord in writing. All other unapproved pets, including pets of visitors, are prohibited.
19. **RENTERS INSURANCE** – Resident shall obtain renters insurance with a minimum liability limit of \$250,000 naming Landlord, its managing agent, and its affiliates as additional insureds.
20. **LIABILITY AND INDEMNIFICATION** - Resident shall be responsible for any injuries to other persons, injuries to other animals, and damages to any property caused by the pet. Resident shall assume all related liability for any such injuries and/or damage. Resident shall protect, defend, hold harmless, and indemnify Landlord and its agents and affiliates from all liability in connection with any such injuries and/or damages. Resident shall hold Landlord and its agents and affiliates harmless from any liability, damages, court costs, attorney's fees, and/or other costs in connection with any such injuries and/or damages.

| Schedule of Disallowed Breeds | | | |
|--------------------------------------|-----------------------|--------------------|----------------------|
| Akita | Canary Dog | Doug De Bordeaux | Rhodesian Ridgeback |
| Australian Cattle Dog | Cane Corso | German Sheppard | Rottweiler |
| Beauceron | Catahoula Leopard Dog | Jindo Dog | Tosa Inu |
| Bernese Mountain Dog | Chinese Shar Pei | Neopolitan Mastiff | Wolf, Wolf Hybrid |
| Black Russian Terrier | Chow | Pit Bull | Mixed Breed with any |
| Bull Mastiff | Doberman Pinscher | Presa Carario | breed on this list |

| Co-Resident Consent | | |
|---|-----------------|------------|
| I hereby grant my consent to allow the pet described herein to live in the Townhome that I share with Resident, subject to the terms of this Pet Addendum. My consent shall be irrevocable, except for reasonable and legitimate reasons concerning safety, health, destruction of property, the peaceful enjoyment of the Townhome, and/or other relevant factors. Any revocation of consent must be submitted to Landlord in writing and approved by Landlord in writing. | | |
| Co-Resident #1: Name (print) _____ | Signature _____ | Date _____ |
| Co-Resident #2: Name (print) _____ | Signature _____ | Date _____ |
| Co-Resident #3: Name (print) _____ | Signature _____ | Date _____ |

Resident Signature _____ Date _____

Landlord/Agent Signature _____ Date _____