

## **SCHEDULE 7- PET SCHEDULE**

No person is permitted to maintain a Pet in the Home unless the Pet is properly registered with the Lessor. Failure by the Lessee to comply with all Pet terms and conditions and registration requirements herein is a breach of the Lease.

- The term “Pet” is defined as any domesticated, non-exotic animal not completely confined to an aquarium or small cage. Examples of animals not required to be registered include, but are not limited to, fish, hamsters, guinea pigs and gerbils.
- The Lessor reserves the right, in its sole discretion, to refuse to permit exotic animals, including, but not limited to, snakes or lizards and/or other reptiles or wild animals which, in the Lessor’s sole discretion, may be dangerous to others within the Community.
- The Lessor reserves the right, but is not required nor shall it be liable to the Lessee or any other person or entity for taking or omitting to take any such action, in its sole and absolute discretion, to bar any type of Pet or any particular Pet from the Community, if, in Lessor's opinion, such Pet constitutes a threat or danger to the health, safety, welfare or peaceful enjoyment of other persons in the Community.
- Lessee shall not have more than two (2) Pets living in the Home.
- Lessee is required, prior to moving into the Home, to register his or her Pet or Pets with the Lessor.
- Any and all Pets acquired by the Lessee, subsequent to entering into the Lease, must be registered with the Lessor prior to the purchase of the Pet.
- The following items must be provided to the Lessor and attached to the Lease upon registration of your Pet or Pets:
  - A completed **PET REGISTRATION FORM** (attached to this **PET SCHEDULE**).
  - Proof of licensure, if applicable, of your Pet or Pets in accordance with state and local laws.
  - Proof of immunization of your Pet or Pets in accordance with state and local laws, if requested by Lessor.
  - The name and breed/type of your Pet or Pets.
  - A photograph of your Pet or Pets.
- Pets are not allowed outside of the Home unless on a leash or securely tied up and shall not be left outside when the Lessee is not physically present with the Pet.
- Pets shall not be allowed to become a nuisance or create any disturbance. Examples of nuisance behavior include, but are not limited to, the following:
  - Unruly behavior which causes personal injury or property damage.
  - Barking or otherwise causing the disturbance of any other Lessee at any time of the day or night.
  - Any exhibition of aggressive behavior or other dangerous or potentially dangerous behavior towards persons and/or other animals, including the following breeds deemed vicious by some insurance providers:
    - Pit bulls
    - American Staffordshire Terrier
    - Rottweilers
    - German Shepherds
    - Chow Chows
    - Huskys

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- Akitas,
  - Wolf Hybrids
  - Doberman Pinchers
  - Bull Mastiffs
  - Hybrid mixes
- Unclean appearance or parasite infested.
- Pets that are determined to be a nuisance by the Lessor, in his/her sole discretion, will not be allowed to remain in the Community. Upon notice to the Lessee that his or her Pet has been determined to be a nuisance or a danger, Lessee shall have seven (7) days to remove the Pet from the Community. Should the Lessor become aware that the Lessee's Pet caused bodily harm or injury to any persons and/or other animals, upon notice to the Lessee by the Lessor, Lessee shall immediately remove the Pet from the Home and the Community. Failure by Lessee to remove his or her Pet in accordance with this paragraph shall result in the automatic termination of the Lease and the eviction of the Lessee (all related fees and costs (including related legal fees and expenses) shall be the sole responsibility of the Lessee.
- Lessee is responsible for the removal of Pet excrement or litter as soon as reasonably possible. Additionally, Lessee is responsible for ensuring that Pet or Pets do not enter property or sites not rented to Lessee.
- Should Lessee's Pet cause damage to the Community's property or any other person's property, such damage shall be the full and sole responsibility of the Lessee, and the Lessee shall be responsible to pay costs and expenses (including legal fees and expenses) involved in restoring any damaged property to its original condition. If any stains cannot be removed or if any chemicals used in an attempt to remove such stains cause damage to the property, then Lessee shall be responsible to pay the full costs and expenses of replacing such property.
- Feeding or otherwise caring for stray animals is prohibited. Lessee should report all stray or injured animals to the local animal control authority for retrieval. Should the Lessee be found feeding any stray animal, such actions constitute ownership and such stray animal shall be deemed to be a "Pet" of the Lessee.
- Pets shall not be kept, bred or used for any commercial purpose. All Pets must be spayed or neutered by six months of age unless the procedure is deemed medically unsafe by a veterinarian, in a written letter to the Lessor. The Lessee must provide written documentation to the Lessor, within thirty (30) days of the Pet being spayed or neutered.
- Notwithstanding any other provision herein, disabled individuals may keep assistance animals in the Home, if directed to do so by an appropriate medical professional and upon submission of written evidence thereof to the Lessor.
- The ability to own a Pet is a privilege, not a right, and may be revoked if the Lessee fails to comply with any terms and/or conditions of the Lease, these Leasing Guidelines, this **PET SCHEDULE** or Applicable Laws. Upon revocation of said privilege, Lessee shall have seven (7) days to remove the Pet or Pets from the Community. Failure by Lessee to comply with all Pet terms and conditions, including the removal of his or her Pet or Pets in accordance with this paragraph, shall be deemed a breach of the Lease and could result in the eviction of the Lessee.
- Lessee will be fully responsible for any loss, liability or personal injury to any persons in the Community caused by or as the result of the Lessee's Pet, and Lessee shall be responsible to

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indemnify the Lessor and hold the Lessor harmless against any and all loss, liability or personal injury caused by or as the result of the Lessee's Pet, including legal fees and expenses.

- **LESSEE SHALL BE REQUIRED AT ALL TIMES TO CARRY LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN \$300,000.00 LISTING 3583 Austin, LLC AND 3583 Austin Homes, LLC AS ADDITIONAL INSURED.**

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**PET REGISTRATION FORM**

(No more than two pets may be kept per Home)

Lessee's Name(s): \_\_\_\_\_

Home Address: \_\_\_\_\_

Pet: Dog \_\_\_\_\_ Cat \_\_\_\_\_ Other \_\_\_\_\_ Pet #1 Name: \_\_\_\_\_

Dog \_\_\_\_\_ Cat \_\_\_\_\_ Other \_\_\_\_\_ Pet #2 Name: \_\_\_\_\_

**Information for Pet #1**

Breed or Type: \_\_\_\_\_ Photo: \_\_\_\_\_

Height: \_\_\_\_\_ Registration Number(s): \_\_\_\_\_

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

Color: \_\_\_\_\_ Registration Expiration Date: \_\_\_\_\_

**Information for Pet #2**

Breed or Type: \_\_\_\_\_ Photo: \_\_\_\_\_

Height: \_\_\_\_\_ Registration Number(s): \_\_\_\_\_

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

Color: \_\_\_\_\_ Registration Expiration Date: \_\_\_\_\_

Lessee Name (print): \_\_\_\_\_

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Lessee Name (print): \_\_\_\_\_

Lessee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Lessor: 3583 Austin, LLC

Lessor Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_