

THE COTTAGES OF LUBBOCK

SERVICE OR SUPPORT ANIMAL LEASE ADDENDUM

1. General

This Service or Support Animal Lease Addendum ("Addendum") modifies the Lease Contract between TTUC, LLC d/b/a The Cottages of Lubbock (the "Village") and you, the Resident (Print Resident name below):

The Lease Contract is referred to in this Addendum as the "Lease Contract". A Service Animal or Support Animal is herein called an "Animal".

2. Conditional Authorization For Animal

You may keep the Animal(s) that is described below in the dwelling until the Lease Contract expires. We may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your Animal, your guests, or any occupant violate any of the rules in this Addendum.

3. Description of Animal

You may keep only the Animal described below. You may not substitute any other animal for this one. Neither you nor your guests or occupants may bring any other animal- mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect- into the dwelling or apartment community.

Animal's name: _____ Type (Cat, Dog, etc.): _____

Breed: _____ Color: _____

Weight: _____ Age: _____ City of license: _____

License number: _____ Date of last rabies shot: _____

Housebroken? _____ Animal owner's name: _____

(PLEASE ATTACH RECENT PHOTO OF ANIMAL and PROOF OF CURRENT RABIES VACCINATION, IF APPLICABLE)

4. Emergency

In an emergency involving an accident or injury to your Animal, we have the right, but not a duty, to take the Animal to the following veterinarian for treatment, at your expense.

Doctor: _____ Phone: (____) _____

Address: _____ City/State/Zip: _____

5. Animal Rules

You are responsible for the Animal's actions at all times. You must agree to abide by these rules:

- The Animal at all times must have current rabies shots and licenses required by law. You must show us evidence of the above if requested.
- The Animal must not disturb the neighbors or other residents, regardless of whether the Animal is inside or outside the dwelling.
- Dogs and cats must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the Animal may urinate or defecate *only* in a litter box, cage, kennel or aquarium.
- Outside, the Animal may urinate or defecate *only* in grassy areas away from buildings, walkways, patios, parking lots and other areas where people live, walk or park.
- Animals may not be tied to any fixed object anywhere outside the dwelling units.
- Your Animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time.
- You must keep the Animal on a leash and under your supervision when outside the dwelling. We or our representative may pick up unleashed Animal and/or report them to the proper authorities. We'll impose reasonable charges for picking up and/or keeping unleashed Animal.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting the Animal defecate or urinate *anywhere* on our property. You must take the Animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with kitty litter-type mix. If the Animal defecates anywhere on our property, you'll be responsible for immediately removing the waste and repairing the damage. Despite anything in this Addendum, you must comply with all local ordinances regarding to animal defecation.

6. Additional Rules

We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

7. Violation of Rules

If you, your guest, or any occupant violates any rule or provision of this Addendum (based on our judgment) and we give you written notice, you must remove the Animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees.

8. Complaints About Animal

If we give you written notice, you must immediately and permanently remove the Animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the Animal has disturbed neighbors or residents.

9. Our Removal of Animal

In some circumstances, we may enter the dwelling unit and remove the Animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment and to the extent permitted by applicable law, you have:

- Abandoned the Animal;
- Left the Animal in the dwelling unit for an extended period of time without food or water;
- Failed to care for a sick Animal;
- Violated our animal rules; or
- Let the Animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures in the Lease Contract and applicable law, and we may turn the Animal over to the humane society or local authority. We'll return the Animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the Animal for any purpose, but you must pay for reasonable care of kenneling charges for the Animal. If you don't pick up the Animal within 5 days after we remove it, it will be considered abandoned.

10. Liability for Damages, Injuries, Cleaning, Etc.

You are liable for the entire amount of all damages caused by the Animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for is to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the Animal, you're liable for the entire amount of any injury that the Animal causes to a person or anyone's property. You'll indemnify, defend and hold us harmless for all costs, including costs of litigation and attorney's fees, resulting from any such claims and damages.

11. Move-Out

When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the Animal was there. We- not you- will arrange for these services.

12. General

You acknowledge that no other oral or written agreement exists regarding the Animal. Except for special provisions expressed above, our representative has no authority to modify this Addendum or the animal rules except in writing, as described above. This Addendum and the animal rules are considered part of the Lease Contract described above and are governed by the laws of the state set forth in the Lease Contract. It has been executed in multiple originals, one for you and one or more for us.

You are legally bound by this document. Please read it carefully.

Resident Signature: _____

Resident Printed Name: _____ Date: _____

Select one:

- I do not have roommates I do have roommates, please see below their consent to live with my animal

Village's Representative Signature: _____

Village's Representative Printed Name: _____ Date: _____

CONSENT OF ROOMMATE(S) TO RESIDENT REQUESTING THE ANIMAL

I understand that my roommate is requesting to have the Animal reside in our apartment. I consent to the Animal residing with us. I further acknowledge that I have read, understand and agree to adhere to the rules regarding the Animal. I also understand that fees for damages or cleaning may be charged, if applicable, in equal amounts to each roommate in the event of damage within the apartment of unknown cause or if the Village does not attribute cause to the Animal. I understand that it is in my interest to document and report any damage associated with the Animal to the Village.

Roommate Resident Signature: _____

Roommate Resident Printed Name: _____ Date: _____

Roommate Resident Signature: _____

Roommate Resident Printed Name: _____ Date: _____

Roommate Resident Signature: _____

Roommate Resident Printed Name: _____ Date: _____

Roommate Resident Signature: _____

Roommate Resident Printed Name: _____ Date: _____