

LEASE ADDENDUM FOR SERVICE AND/OR EMOTIONAL SUPPORT ANIMALS (COLLECTIVELY “ASSISTANCE ANIMALS”)

for the specific Rental Premises Address identified in the attached Applicant’s online rental application.

IMPORTANT RENTAL APPLICATION NOTES:

1. In the event, the Applicant’s rental application (after its review) is otherwise approved by Landlord, this Lease Addendum shall apply.
 2. If the Applicant currently has an Assistance Animal (Service Animal (SA) and/or Emotional Support Animal (ESA), the Applicant shall review and complete this SA and/or ESA section of the online rental application.
-

Pursuant to this Lease Addendum, for Service and/or Emotional Support Animals, (“Assistance Animals”), the Owner ("Landlord") may permit a Tenant with a disability to keep an assistance animal as a reasonable accommodation provided TENANT agrees to the following terms and conditions, which, upon execution, become part of the TENANT’s lease agreement:

1. The Tenant certifies that the Tenant is disabled and acknowledges that the Tenant's Assistance Animal is necessary to allow the Tenant the opportunity to use and enjoy the dwelling.
2. In order to comply with federal and state law and obtain permission to keep an assistance animal, the Tenant must make a reasonable accommodation request for such an assistance animal (this form, if filled out fully and provided to Landlord/Landlord’s Authorized Agent, shall be considered a request for reasonable accommodations) to the Landlord/Landlord's Authorized Agent. Any reasonable accommodation request will be granted unless one or more of the following:
 - (a) The TENANT understands and agrees that the assistance animal may not pose a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation;
 - (b) The TENANT understands and agrees that the assistance animal may not cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation; or
 - (c) The TENANT understands and agrees that the requested accommodation would (1) pose an undue financial and administrative burden or (2) fundamentally alter the nature of the provider's operations.
 - (d) A determination that an assistance animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others must be based on an individualized assessment that relies on objective evidence about the specific animal's actual conduct. Such determination shall not be based on mere speculation or fear about the types of harm or damage an animal may cause and not on evidence about harm or damage that other animals have caused. Tenant understands Management reserves the right to rescind its permission if the animal's conduct proves to violate (a) — (c) above.
3. The fact that a person has a disability does not automatically entitle that person to an assistance animal. There must be a relationship between the person's disability and the person's need for the animal.
4. The following rules apply concerning assistance animals:
 - (a) No deposit or fee will be assessed for assistance animals; however, **TENANTS are financially responsible for any injury to persons or damage to property due to the service animal.**
 - (b) Tenants are responsible for immediate disposal of all assistance animals' waste, including removing waste materials from outdoor areas and disposing of such waste into trash receptacles with a sealed lid.
 - (c) The TENANT will keep current with the assistance animal's required immunizations and promptly provide Landlord's Authorized Agent with evidence of such and the assistance animal's veterinarian.

- (d) If local laws require animals to be licensed, then Tenant will do so and promptly provide the Landlord with such evidence.
- (e) The TENANT will not allow the Tenant's assistance animal to become a nuisance to others. For example, excessive, loud, and/or extended periods of barking would be considered a nuisance.
- (f) All assistance animals must be properly restrained when outside the Tenant's dwelling and must not be left unattended when outdoors; and
- (g) All assistance animals must be properly restrained when outside the TENANT's dwelling.

5. The terms of this Lease Addendum may be amended pursuant to further reasonable accommodation requests made by a TENANT with respect to an assistance animal.

6. It is agreed that the foregoing provisions are necessary components of the reasonable accommodation that is the subject of this Addendum. **Non-compliance of the preceding provisions in the Service Animals (SA) & Emotional Support Animals (ESA) section (above) constitutes a material breach of the Tenant's Lease Agreement and may authorize remedies for violations provided in the lease agreement, up to and including eviction.**

ACKNOWLEDGEMENT and ACCEPTANCE:

When the Applicant/TENANT checks the “Yes” box on the online rental application section “Service and/or Emotional Support Animals,” attached hereto, the Applicant/TENANT hereby acknowledges and accepts the foregoing provisions of this Addendum.