



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

for

(Property Address)

Pursuant to this Lease Addendum for Service and/or Emotional Support Animals, ("Assistance Animals"), the Landlord/Owner 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: (Please initial next to each item below.)

- _____ 1. Tenant certifies that he/she is disabled, and Tenant acknowledges that his/her Assistance Animal is necessary to allow him/her 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, Tenant must make a reasonable accommodation request for such an assistance animal¹ to the owner or manager. Any reasonable accommodation request will be granted unless one or more of the following.
 - _____ (a) 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) 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) Tenant understands and agrees that making 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 – not 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 him or her to an assistance animal. There must be a relationship between the person's disability and his or her need for the animal.

- _____ 4. The following rules apply with respect to assistance animals:
 - (a) No deposit and 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 the immediate disposal of all waste products of assistance animals, including removal of waste materials from outdoor areas and disposal of such waste in trash receptacles.
 - (c) Tenant will keep current with the assistance animal's required immunizations and will provide Landlord with evidence of such as well as the contact information of the assistance animal's veterinarian.
 - (d) If local laws require animals to be licensed, then Tenant will do so and provide Landlord with evidence of such.

¹ This form, if filled out fully and provided to Landlord/Owner or Manager, shall be considered a request for reasonable accommodations.
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- (e) Tenant will not allow his or her assistance animal to become a nuisance to others. Excessive, loud, and/or extended periods of barking would be considered a nuisance.
 - (f) All assistance animals must be properly restrained when outside the resident's apartment and must not be left unattended when outdoors; and
 - (g) All assistance animals must be properly restrained when outside the resident's dwelling.
5. The terms of this Lease Addendum may be amended pursuant to further reasonable accommodation requests made by a resident 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 with this addendum constitutes a material breach of the Tenant's Lease Agreement and may authorize remedies for violations provided in the lease, up to and including eviction.**
 7. **ADDITIONAL TERMS.**

Signature of Landlord/Owner

Tenant's Signature

Print Name

Date

Print Name

Date