

Murfreesboro Housing Authority (HA)
Dwelling Lease Addendum
Pet Policy

Section I.

1. Pet Ownership: A tenant may own one or more common household pets or have one or more common household pets present in the dwelling unit of such tenant, subject to the following conditions:
 - A. Each Head of Household may own up to two pets. Each bird or other animals, other than fish, shall be counted as one pet.
 - B. If the pet is a dog or cat, it must be neutered/spayed by the age of six (6) months. The evidence can be provided by a statement/bill from a veterinarian and/or staff of Animal Control. The evidence must be provided prior to the execution of this agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed. Tenant must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The Tenant shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Also, the weight of a cat cannot exceed 10 pounds (fully grown) and a dog may not exceed 20 pounds in weight (fully grown). All other four legged animals are limited to 10 pounds (fully grown).
 - C. If the pet is a bird, it shall be housed in a bird cage and cannot be let out of the cage at any time.
 - D. If the pet is a fish, the aquarium must be twenty gallons or less, and the container must be placed in a safe location in the unit. The Tenant is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.
 - E. If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a statement/bill from veterinarian or staff of Animal Control and must be provided before the execution of this agreement.
 - F. All pets must be housed within the unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other Tenant's lawns. Also, all pets must wear collars with identification at all times. Pets without a collar will be picked up immediately and transported to Animal Control or other appropriate facility.
 - G. All authorized pet(s) must be under the control of an adult. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult. Pets which are unleashed, or leashed and unattended on HA property may be impounded and taken to the local Animal Control. It shall be the responsibility of the Tenant to reclaim the pet at the expense of the Tenant. Also, if a member of the HA staff has to take a pet to Animal Control the Tenant will be charged \$50 to cover the expense of taking the pet(s) to Animal Control.

- H. Pet(s) may not be left unattended for more than 24 consecutive hours. If it is reported to HA staff that a pet(s) has been left unattended for more than a 24 consecutive hour period, HA staff may enter the unit and remove the pet and transfer the pet to Animal Control. Any expense to remove and reclaim the pet from any facility will be the responsibility of the Tenant. In the case of an emergency, the HA will work with the resident to allow more than 24 hours for the resident to make accommodations for the pet.
- I. Pet(s), as applicable, must be weighed by a veterinarian or staff of Animal Control. A statement containing the weight of the pet must be provided to the HA prior to the execution of this agreement and upon request by the HA.

Note:

Any pet that is not fully grown will be weighed every six months. Also, any pet that exceeds the weight limit at any time during occupancy will not be an eligible pet and must be removed from HA property.

- 2. Responsible Pet Ownership: Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by the tenant to avoid any unpleasant and unsanitary odor from being in the unit.
- 3. Prohibited Animals: Animals or breeds of animals that are considered by the HA to be vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, Rottweiler, Doberman Pinscher, Pit Bulldog, and/or any animal that displays vicious behavior. This determination will be made by a HA representative prior to the execution of this lease addendum.
- 4. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other tenants. The terms “disturb, interfere or diminish” shall include, but not be limited to, barking, howling, chirping, biting, scratching and other like activities. This includes any pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and, therefore, disturbs any person at any time of the day or night. The Housing Manager will terminate this authorization if a pet disturbs other tenants under this section of the lease addendum. The Tenant will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.
- 5. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, the Housing Manager will notify the tenant in writing that the animal must be removed from the Public Housing Development, within 10 days of the date of the notice from the HA. The Tenant may request a hearing, which will be handled according to the HA’s established grievance procedure. The pet may remain with the tenant during the hearing process unless the HA has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by the HA,

the pet must be immediately removed from the unit upon receipt of the notice from the HA.

6. The Tenant is solely responsible for cleaning up the waste of the pet within the dwelling and on the premises of the public housing development. If the pet is taken outside it must be on a leash at all times. If there is any visible waste by the pet it must be disposed of in a plastic bag, securely tied and placed in the garbage receptacle for their unit. If the HA staff is required to clean any waste left by a pet, the Tenant will be charged \$25 for the removal of the waste.
7. The Tenant shall have pets restrained so that maintenance can be performed in the apartment. The Tenant shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and the Tenant shall be charged a fee of \$25.00. If this same situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers or by HA staff and taken to the local Animal Control. It shall be the responsibility of the Tenant to reclaim the pet at the expense of the Tenant. Also, if a member of the HA staff takes a pet to Animal Control the Tenant will be charged an additional \$50 to cover the expense of taking the pet(s) to Animal Control. The housing authority shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the landlord.
8. Pets may not be bred or used for any commercial purposes.

Section II.

SCHEDULE OF INITIAL DEPOSIT/FEE

(A Fee is required for each pet)

| <u>TYPE OF PET</u> | <u>NONREFUNDABLE DEPOSIT/FEE</u> |
|--------------------|----------------------------------|
| Dog | \$100 |
| Cat | \$100 |
| Fish Aquarium | \$0 |
| Caged Pets | \$0 |

Note: The above schedule is applicable for each pet. Therefore, if a tenant has more than one pet he or she must pay the applicable deposit/fee for each pet.

The entire deposit/fee (subject to the exception listed below) must be paid prior to the execution of the lease addendum. No pet shall be allowed in the unit prior to the completion of the terms of this pet policy.

The deposit/fee is not reimbursable. The deposit/fee made shall be utilized to offset damages caused by the pet and/or tenant. THERE SHALL BE NO REFUND OF THE DEPOSIT/FEE.

It shall be a serious violation of the lease for any tenant to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of Paragraph IV (L) of the lease (a serious violation) and the HA will issue a termination notice. The tenant will be entitled to a grievance hearing in accordance with the provisions of Paragraph 5 of this Pet Policy or the Grievance Procedure, as applicable.

RESIDENT ACKNOWLEDGMENT

After reading and/or having read to me this lease addendum, I, _____ agree to the following: (print name)

I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with this lease addendum.

I agree and understand that I am liable for any damage or injury whatsoever caused by pet(s) and shall pay the landlord or applicable party for any damages or injury caused by the pet(s). I also realize that I should obtain liability insurance for pet ownership and that paying for the insurance is my responsibility.

I agree to accept full responsibility and will indemnify and hold harmless the landlord for any claims by or injuries to third parties or their properties caused by my pet(s).

I agree to pay a nonrefundable deposit/fee of \$100 to cover some of the additional operating cost incurred by the HA. I also understand that this deposit/fee is due and payable prior to the execution of this lease addendum.

I AGREE AND UNDERSTAND THAT ALL INFORMATION CONCERNING MY PET(S) MUST BE UPDATED ANNUALLY AND PROVIDED TO THE HA AT THE ANNUAL REEXAMINATION.

I AGREE AND UNDERSTAND THAT VIOLATING THIS LEASE ADDENDUM MAY RESULT IN THE REMOVAL OF THE PET(S) FROM THE PROPERTY OF THE HA AND/OR EVICTION. I ALSO UNDERSTAND THAT I MAY NOT BE ALLOWED TO OWN ANY TYPE OF PET IN THE FUTURE WHILE BEING AN OCCUPANT OF THE HA.

I ALSO UNDERSTAND THAT I MUST OBTAIN PRIOR APPROVAL FROM THE HA BEFORE MAKING A CHANGE OF A PET FOR WHICH THIS POLICY WAS APPROVED OR ADDING A SECOND PET. ALSO, A PICTURE MAY BE TAKEN BY THE HA STAFF OF THE PET(S) FOR DOCUMENTATION.

Head of Household Signature

Date

Housing Authority Representative Signature

Date