

Murfreesboro Housing Authority (MHA)
Dwelling Lease Addendum
Pet Policy

Section I.

1. Pet Ownership: A household may own no more than two common household pets subject to the following conditions:
 - A. Each household may own up to two pets. Each bird or other animals, excluding fish, shall be counted as one pet. All animals, excluding fish, must be registered at MHA's office. Visiting pets are not allowed on MHA property.
 - B. Definition of pet: Pets as used in this policy means small common household pets. A more detailed description is a small domesticated animal such as a dog, cat, guinea pig, gerbil, hamster, rabbit, or bird that is traditionally kept in a home for pleasure rather than for commercial purposes. Reptiles (including turtles) and birds of prey are excluded from this definition and therefore not eligible pets. Only two (2) pets per household are allowed. Any documented assistance animals that are used by a resident are not considered pets for the purpose of this definition and policy.
 - C. 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 or dog cannot exceed 25 pounds (fully grown). All other four legged animals are limited to 10 pounds (fully grown).
 - D. If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.
 - E. 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.
 - F. 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.
 - G. 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.

- H. All authorized pet(s) must be under the control of a resident member. If the resident member is under the age of 12 the Head of Household is responsible for the actions of the pet. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of a resident member. Pets which are unleashed, or leashed and unattended on MHA 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 MHA 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.
- I. Cats may not be left unattended for more than 24 consecutive hours. Dogs may not be left unattended for more than 10 hours. Pet owner agrees to authorize MHA to remove the pet should the resident become ill, incapacitated or hospitalized. Name and address of two (2) separate responsible parties to care for the pet in emergency situations must be given to us. The responsible parties should confirm in a written and signed statement that they will be responsible in case of emergencies for the animal. If the persons named as responsible parties do not follow through with the agreement MHA 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.
- J. 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 MHA prior to the execution of this agreement and upon request by MHA.

Note:

Any pet that is not fully grown will be weighed every six months. Any pet that exceeds the weight limit when fully grown will not be an eligible pet. Also, any pet that exceeds the weight limit at any time during occupancy will not be an eligible pet and must be removed from MHA 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 MHA 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. Typically, these breeds would be over the weight limit when fully grown and, therefore, deemed ineligible. This determination will be made by an MHA representative prior to the execution of this lease addendum. Turtles are prohibited by Tennessee State Law, and therefore, will not be an eligible pet.
- 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 or one-half hour

or more and, therefore, disturbs any person at any time of the day or night. The Property 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 Property 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 MHA. The tenant may request a hearing, which will be handled according to MHA's established grievance procedure. The pet may remain with the tenant during the hearing process unless MHA 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 MHA, the pet must be immediately removed from the unit upon receipt of the notice from MHA.
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 MHA 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 MHA 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 MHA 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. MHA 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.

Pet Fee: The pet owner is required to pay a \$100 nonrefundable pet fee for each pet with the exception of fish. This shall be utilized to offset damages caused by the pet and/or tenant. The entire fee 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. **THERE SHALL BE NO REFUND OF THE 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 MHA will issue a fine of \$20 and a letter to get rid of pet(s) or register pet(s) within 10 days. If tenant fails to get rid of pet or register pet within 10 days an eviction letter will then be issued. 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 Renter's Insurance to include damage caused by pets 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 fee of \$100 per pet to cover some of the additional operating cost incurred by MHA. I also understand that this 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 MHA AT THE TIME OF ANNUAL INNOCULATIONS.

I AGREE AND UNDERSTAND THAT VIOLATING THIS LEASE ADDENDUM MAY RESULT IN THE REMOVAL OF THE PET(S) FROM THE PROPERTY OF MHA 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 MHA.

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

Head of Household Signature

Date

Housing Authority Representative Signature

Date

This is to certify that I authorize Murfreesboro Housing Authority to remove the pet(s) should I become ill, incapacitated or hospitalized. The name and address of two separate responsible parties to care of the pet(s) in emergency situations are:

1. Name: _____

Address: _____

Phone: _____

2. Name: _____

Address: _____

Phone: _____

I, hereby, confirm in a written and signed statement that I will be responsible in case of emergencies for pet(s) belonging to _____.

1. _____
Signature Date

2. _____
Signature Date

Note: In case the emergency contact persons cannot be contacted, I give MHA permission to board the animal(s) for a period not to exceed five (5) days at my (owner) expense. If after five (5) days and the emergency contact persons have not responded, I hereby give permission for MHA staff to contact the Animal Control Shelter to take possession of the pet(s).

Head of Household Signature

Date