

## **ANIMAL (Pet, Assistance, Therapy, Service) AGREEMENT POLICY**

### **I. Procedure**

All new animals are to be registered through the completion, signature, and submission of an Animal Registration Form. The registration shall include:

- Animal and Owner Information (For dogs, this must include a City or County License Number.)
- Veterinarian's Health Report (For dogs, this must include a copy of actual documentation of required rabies vaccination and expiration date.)
- Alternate Animal Custodian Information
- Signature and Date

If registering an animal that is a pet, please include a deposit payment of **two hundred and fifty dollars**. This animal agreement covers common household animals. If you violate the rules of the Animal Agreement Policy three times, you may be asked to remove your animal and/or to vacate your unit.

### **II. General Animal Rules:**

Tenant(s) agree to abide by the following rules:

- A. A maximum of one (1) animal classified as a pet is allowed per apartment. If not a pet, tenant must provide proper documentation from a qualified provider in the appropriate field.
- B. Permitted animals are common household animals. This means only domesticated animals such as a dog, cat, bird, rodent (non-wild: rabbit, hamster, etc.), and fish in aquarium units. Common household animals do not include reptiles or exotic animals. Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight-trained dogs, will not be allowed.
- C. All dogs must wear a valid City or County Animal License Tag.
- D. All dogs must wear a tag bearing the owner's name and phone number and date of the latest rabies vaccination.
- E. All dogs must have the required rabies vaccinations in accordance with Wisconsin State Statute 95.21. A copy of actual documentation of required rabies vaccination and expiration date shall be submitted upon renewal of vaccination.
- F. All cats must receive a wellness examine every three years at minimum. A report signed by a licensed veterinarian attesting to the state of health of the cat shall be submitted every three years.
- G. All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.
- H. The breeding of an animal is not allowed under any circumstances.
- I. All dogs and cats shall remain inside a tenant's apartment unless they are on a leash and directly controlled by the owner. **Animals are not allowed to be tied-out in any part of the Housing Authority property.** Rodents must be confined to their cages unless the movement and activity of the animals is under direct continuous observation and the animal can be promptly returned to cage if necessary. Animals found outside of a unit or not directly controlled more than three times may be subject to removal of the animal.

### III. Housekeeping

- A. Tenants shall not alter their unit, patio, or unit area to create an enclosure for an animal. Among other things, this means no animal houses, shelters, pens, cages, runner lines and stakes with ropes or cables to tie out animals will be permitted on the Housing Authority property. Upon a forty-eight (48) hour notice, the Housing Authority will remove and/or restore to its original condition any alteration made and charge the tenant accordingly.
- B. Tenants are to provide litter boxes for cat waste, which are to be kept in the unit. Cat litter must be double bagged in plastic prior to disposal to avoid leakage. Tenants **may not** dispose of litter in toilets even if the litter is marked “flushable” as it still may cause clogs in pipes and result in flooding. The tenant is not allowed to let waste accumulate and is to dispose of cat waste every two days. Waste from other types of animals should also be disposed of regularly.
- C. Tenants are responsible for **immediately** cleaning up animal droppings outside of the unit on the Housing Authority property, or any public or private property, and properly disposing of said droppings.
- D. Tenants shall take adequate precautions to eliminate any animal odors within or around the unit and maintain the unit in a sanitary condition at all times.

### IV. Behavior and Care of Animal

- A. Repeated substantiated complaints by neighbors or Housing Authority personnel regarding disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the owner having to remove the animal or move him/herself.
- B. Animals that make noise continuously and/or incessantly for a period of ten minutes or intermittently of one-half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.
- C. If an unattended animal appears in distress in a tenant’s apartment for a period of time longer than 12 hours, the Housing Authority will make attempts to contact the owner and if not successful will proceed to check the tenant file for an emergency contact. If the owner or emergency contact cannot be reached, or they are unable to care for the animal at that time, the Housing Authority will contact the local animal control to help care for the animal until the owner is able to properly care for it. Once the animal is secured with animal control, we will document in the tenant’s file all information of where the animal can be retrieved by the owner.
- D. No animal that bites, attacks, or jumps on people, or which causes property damage or excessive noise, will be allowed to be housed. The Housing Authority accepts no liability for the animal’s actions or behavior.
- E. Only assistance, therapy, and service animals are allowed in common areas of the Housing Authority property. This includes community rooms or laundry rooms.
- F. No animal will be kept in violation of any Federal, State or Local health, animal control, and animal anti-cruelty laws and regulations.
- G. The tenant must keep the animal in good health as verified by a veterinarian.

### V. Miscellaneous

- A. The animal deposit is **two hundred fifty dollars** for all household animals classified as pets. The animal deposit is reimbursed to the tenant if there is no damage to the apartment when the pet or the family vacates the unit. The tenant is responsible for all damage the animal does, including what is above and beyond the animal deposit limit, and includes possible fumigation of the apartment.

- B. The tenant must identify an alternate custodian for the animal in the event of illness or other absence from the apartment. The alternate custodian must be someone other than the tenant and the information must be kept current. **If no alternate custodian is listed, Housing Authority will contact local animal control to care for the animal at the tenant's expense.**
- C. Assistance, service, and therapy animals that assist persons with disabilities are considered to be auxiliary aids and therefore are exempt from the animal deposit but are not exempt from the Animal Policy.
- D. Tenants are prohibited from feeding stray animals. The feeding of stray animals shall constitute having an animal without permission.
- E. The following rules apply to specific types of animals:
  - Fish:** Fish tanks may not exceed 25 gallons and must be placed in a safe location in the dwelling unit, typically on a shelf or table that provides enough support. Tenants will be responsible for all damages caused by leakage or breakage from the aquarium or tank.
- F. **VISITING ANIMALS.** If a tenant has a visiting animal, the tenant and visiting animal must abide by and follow all the rules in the Animal Agreement Policy. If the visit extends more than an aggregate of fourteen (14) days and/or nights in any twelve (12) month period, the tenant will need to register the animal; and if the animal is a pet, pay the deposit.

## VI. Additional Rules

The Housing Authority may, from time to time as needed, make reasonable changes or additions to the animal rules set forth in this agreement. The Housing Authority will provide written notice to the tenants of any adopted changes in policy.

## VII. Housing Authority's Remedies for Violations

- A. **Removal of an Animal by Tenant** - If, in the judgment of the Housing Authority, any rule or provision of this animal agreement is violated by tenants or their guests to the point where the Housing Authority asks for the animal's removal, tenants shall immediately and permanently remove the animal from the premises upon written notice from the Housing Authority. Non-compliance with this request is a violation of the lease and grounds for termination of the rental agreement. Upon removal of the animal by tenant, the Housing Authority will inspect and assess the unit for any damages caused by the animal.
- B. **Removal of the Animal by the Housing Authority** - If, in the judgment of the Housing Authority, tenants have abandoned an animal, left it for any extended period without food or water, failed to care for it if it is sick, or left it unattended in violation of the rules herein, the Housing Authority may, upon one day's prior notice left in a conspicuous place and in accordance with the terms of the lease dealing with entry of the premises, enter the dwelling unit to remove the animal and turn it over to a humane society or other local authority as applicable. The Housing Authority has no lien on the animal for any purpose, but tenants shall pay for reasonable care and kenneling charges if the animal is removed in accordance with this paragraph. Upon removal of the animal by the Housing Authority, the Housing Authority will inspect and assess the unit for any damages caused by the animal.
- C. **Cleaning and Repairs** - Tenants shall be liable for the entire amount of all damages caused by the animal. If any item cannot be satisfactorily cleaned or repaired, tenants must pay for the complete replacement of such item.

- D. **Injuries** - Tenants shall be strictly liable for the entire amount of any death or injury to any person or property caused by the animal and shall indemnify the Housing Authority for all costs of litigation and attorney's fees.
- E. **Move-out** - After tenants vacate the premises, if the Housing Authority incurs any costs associated with getting rid of fleas, deodorizing, and shampooing to protect future tenants from possible health hazards, this will be deducted from the security deposit. If the cost is greater than the security deposit, the tenant will be billed for what is owed.
- F. **Other Remedies** - This animal agreement is an addendum to the lease between the Housing Authority and the legal tenant. If any rule or provision of this agreement is violated, the Housing Authority shall, in addition to the foregoing, have all rights and remedies set forth in the lease for violations thereof, including but not limited to eviction, damages and attorney's fees.

## Animal Registration Form

### Instructions:

This is a four-part form in which all parts need to be completed, signed, and dated to be valid.

### I. Animal and Owner Information *(To be filled out by Tenant)*

Animal Owner: \_\_\_\_\_

Owner Address: \_\_\_\_\_

Animal Name: \_\_\_\_\_ Breed: \_\_\_\_\_

Age: \_\_\_\_\_ Weight: \_\_\_\_\_ Dog License Number : \_\_\_\_\_

### II. Veterinarian's Health Report *(To be filled out by Veterinarian.)*

I certify that this animal: is in good health:  Yes  No

(Dog or Cat) has been spayed or neutered:  Yes  No

(Dog) has received all the required vaccinations:  Yes  No

**\*\* For dogs, a copy of actual documentation of required rabies vaccination and expiration date must be included and kept up to date. .\*\***

Name of Veterinarian and address: \_\_\_\_\_

Veterinarian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### III. Alternate Animal Custodian *(To be filled out by someone other than tenant. If no alternate custodian is listed, Housing Authority will contact local animal control to care for the animal at the tenant's expense.)*

I certify that I will be responsible for the above-named animal in the event anything happens to the owner. If called upon, I will immediately remove the animal from the apartment and be responsible for it.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

### IV. Animal Permit

I have received and read a copy of the Animal Policy. I agree to follow the procedures and will abide by the rules of the Policy. I also acknowledge that the Animal Policy is an addendum to my Lease Agreement. This permit constitutes written permission from the Housing Authority to keep the above-named animal at the tenant's address.

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Management Signature: \_\_\_\_\_ Date: \_\_\_\_\_