Kalpresh Properties LLC
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PET RULES

1. Tenants understand that household animals are the only pets permitted within the community and that no other animals of any kind shall be raised, bred, or kept in any unit or the common areas with adjacent neighbors.

2. The maximum of three or two cats or three or two dogs or a total of three or two animals are allowed per unit depending on the Association. Tenants exceeding the maximum number of pets per dwelling must contact the Owner and seek approval in writing.

3. Only the allowed, identified and named pets, as below, will be allowed to stay in. When the animals in violation as of this date no longer reside in the home, the Tenants may not replace them with other pets. Unidentified and unapproved pet(s) would incur additional pet deposit and possible pet rent as per the lease agreement conditions. Bringing in unauthorized pets would amount to a breach of Contract that could result in Contractual breach incurring additional penalty of $500 or could result in termination of agreement per Owner's decision.

4. Tenants agree and understand that the pet(s) will be allowed out of the Tenants' unit or yard only under the complete control of a responsible human companion and on a hand-held leash or in a pet carrier.

6. Placement of one stake for leaving pet(s) outside must be positioned to contain the pet within the Tenants' common area. One stake may be placed in a rocked area only. Do not attach leashes to trees, fences, pillars or any landscaping.

7. All the pet(s) waste must be removed immediately and disposed of in a sanitary manner. Also, leaving pet feces unpicked up is a cause for a $500 penalty and could result in contract termination.

8. Tenants agree and understand that Tenants are responsible for any damages to the property and grounds caused by their pet(s), guest's pets or relative's pets. Sod replacement or landscaping repair replacement will be assessed to the Tenants. Tenants will have no more than 15 days to fix their situation from obtaining a notice from the Owner. Tenants hereby agree to pay the full expense of sod replacement. Any sod damages arising of pet feces not cleared up for days together will be on Tenants.

9. Tenants agree and understand that kennels, dog-runs, doghouses, or animal's pens of any kind are prohibited in any common area.

10. Tenants agree and understand that breeding of animals for commercial purposes is prohibited.

11. In accordance with City Pet Ordinance, pets must not be permitted to habitually bark, cry, or behave to annoy or endanger the safety or comfort of the residents or to become a nuisance to the community. In accordance with the City Pet Ordinance, all animals are required to be licensed.

Final Formalities

12. Tenants agree and understand that any damage to the exterior or interior of the premises, grounds, flooring, walls, trim , finish, tiles, carpeting, or any stains, etc., caused by the pet(s) will be the full financial responsibility of the Tenants and that Tenants agree to pay all costs involved in the restoration to its original condition. If because of any such stains, etc., said damage is such that it cannot be removed, then Tenants hereby agree to pay the full expense of replacement.

13. Tenants agree and understand that the Tenants will provide adequate and regular veterinary care, as well as ample food and water, and will not leave pets unattended for any undue length of time. Tenants will diligently maintain cleanliness of litter boxes as well as pet sleeping and feeding areas. Tenants will prevent pets from engaging in behaviors or creating excessive noise at a level that disturbs neighbors, including, but not limited to, barking, jumping, and running.

14. Tenants agree and understand that, if there is reasonable cause to believe an emergency situation exists with respect to the pet, and if efforts to contact the Tenants and emergency caretaker are unsuccessful, the rental manager or the Owner's agents may contact the local animal control authority and assist its staff in entering the Tenants' apartment. Examples of an emergency situation include suspected abuse, abandonment, fire or other disaster, or any prolonged disturbance. If it becomes necessary for the pet to be boarded, any and all costs incurred will be the sole responsibility of the Tenants.

15. Tenants agree to indemnify, hold harmless, and defend Owner or Owner's agents or Association against all liability, judgments, expenses (including attorney's fees), or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by or caused to the Tenants' pet(s). Tenants shall indemnify the Owner and hold Owner harmless against and from any loss or liability of any kind whatsoever arising from or growing out of having any pet on the property.

16. Tenants agree and understand that if a dispute arises out of this contract that cannot be settled through negotiation, the Owner and Tenants agree first to try in good faith to settle the dispute by mediation administered either by a local mediator or by the American Arbitration Association under its commercial mediation rules. If the parties cannot agree on which agency shall administer the mediation, the Owner's choice shall govern.

Final Formalities