

Assistance Animal Agreement
(Addendum to Lease Agreement)
(revised 09/19)

Tenant
DBH Housing

- A. A companion animal and/or comfort animal is an assistance animal. If there is verification of a disability and a need for the reasonable accommodation of an assistance animal in order for the person with the disability to enjoy equal opportunity, the companion or comfort animal is considered an assistance animal.
- B. The following agreement will word all companion and comfort animal references as “assistance animal.”
- C. This agreement entered into this _____ day of _____, 20____, by and between _____ (tenant or guest) of apartment # _____, and _____ (apartment complex) in consideration of their mutual promises agree as follows:
1. Tenant/Assistance Animal Owner desires and has received permission from the owner to keep the assistance animal named _____ and described as _____, city license number _____.
 2. This agreement is an addendum to and part of the rental agreement and or lease between the tenant and the owner.
 3. The Tenant/Assistance Animal Owner agrees to the following terms, specifications, rules and regulations listed below.
- D. Request for admittance of an assistance animal will be considered an accommodation providing the following criteria is met:
1. The tenant’s disability has been verified as defined under federal law (Verification of Need for an Accommodation form has been filled out, appropriately signed and returned to management).
 2. The health provider has verified that the tenant needs to keep the assistance animal at the site in order to have the same opportunity that a non-disabled or non-handicapped individual has to use and enjoy the property.
 3. The tenant requesting accommodation adheres to and has the ability or has made arrangements to meet the assistance animal requirements and limits listed below:
- E. Assistance Animal Specifications – Assistance animal must meet the following criteria:

1. Definition: Assistance animal is defined as an animal essential to the tenant to carry out day to day activities.
2. Number: One assistance animal only per resident, unless more specified by medical professional. Two birds, hamsters, or other similar types of animals will be allowed at the rate of two per unit, but must be caged.
3. No puppies or kittens unless specified by a medical professional.
4. No animals without written approval by management.
5. Picture: Assistance Animal Owner will provide management with current picture of assistance animal.

F. Assistance animals not meeting the above criteria (A through E) shall not be permitted on the property.

G. The Resident/Assistance Animal Owner must agree to the following conditions before being allowed to bring an assistance animal onto the property.

1. Agrees to the conditions, rules and regulations listed in the assistance animal agreement and acknowledges the assistance animal agreement will become an addendum to the tenant's lease).
Tenant's lease agreement requires all tenants to abide by all federal, state and local laws, therefore we request each assistance animal owner to provide proof of current licensing with Davis County.
2. Tenant/Assistance Animal Owner agrees to indemnify, defend and hold property owner or his representative harmless from and against any and all claims, actions, suits, judgements and demands brought by any other party on account of or in connection with any activity of or damage caused by the resident's assistance animal.
3. Tenant/Assistance Animal Owner represents that the assistance animal will not disturb or interfere with other tenants' use of the premises.
4. Tenant/Assistance Animal Owner's liability for damages caused by the assistance animal is not limited to the amount of the tenant's lease deposit and the tenant will be required to reimburse the property for the real cost of any and all damages cause by the assistance animal, including other tenants' property.
5. If necessary, units occupied by an assistance animal will be fumigated upon being vacated. Elimination of infestation of a unit by fleas caused by the assistance animal shall be the responsibility of the assistance animal owner. Elimination of infestation of adjacent units or common areas attributable to a specific assistance animal shall be the responsibility of the assistance animal owner who shall be liable for the cost of correcting the infestation.
6. Complaints and problems concerning an assistance animal or assistance animal owner will be handled under the terms of the lease of the tenant.
7. Tenant/Assistance Animal Owner acknowledges that other tenants may have chemical sensitivities or allergies related to animals and can be easily frightened by animals. Therefore, the assistance animal owner agrees to

exercise common sense and common courtesy with respect to such other tenants' right to peaceful and quiet enjoyment of the premises.

H. Rules and Regulations

1. An Assistance Animal Owner must insure that in the event he/she is not capable of taking care of the assistance animal's needs and/or responsibilities associated with the assistance animal that they will make arrangements for someone else to take care of the assistance animal.
2. It is recommended that all assistance animals be spayed or neutered.
3. Assistance animals must be kept under the owner's control at all times.
4. Birds must be kept in a cage when unattended.
5. Assistance animals cannot be left outside unattended or tied to any property fixtures or landscaping.
6. No service or maintenance will be done in apartments while assistance animals are unattended or unrestrained.
7. Sanitation:
 - a. Assistance animals waste must be sealed in plastic bags and placed in specified outside garbage bins. Do not bring waste into the building or dump assistance animal waste down the garbage chute.
 - b. Litter boxes must be made of plastic material and are to be cleaned at least twice weekly.
 - c. Birdcages must be cleaned daily and waste disposed of as listed in 7(a.)
 - d. Assistance Animal Owners must keep apartments free from odors and in a sanitary condition. Deodorizers will be required if management decides necessary.
 - e. Staff is not responsible for cleaning up after the assistance animal in the building, apartment, yard areas or parking lot. If management must clean up after the assistance animal, there will be one written warning notice sent to the Resident/Assistance Animal Owner, a \$5.00 charge each time thereafter. Failure to address the issue can result in lease termination.
8. Assistance Animal Care:
 - a. Assistance Animal Owner must submit the names, addresses and phone numbers of an individual who will be responsible for assistance animal's care if the owner becomes unable to attend for the assistance animal. This named person must sign an agreement accepting responsibility.
 - b. Assistance animals cannot be left unattended in the apartment for more than 24 hours at any one time.
 - c. The Tenant/Assistance Animal Owner when signing the assistance animal agreement authorizes management to have the assistance animal removed at the Tenant/Assistance Animal Owner's expense to a veterinarian or a kennel in the event that the responsible party listed

on the Certification of Responsibility for Assistance Animal form cannot be reached; and the assistance animal is left unattended for more than 24 hours or if the assistance animal is causing a disturbance and the assistance animal owner is not available.

9. Rules Infractions and Violations:

- a. Any Tenant/Assistance animal Owner receiving a written notice of violation(s) must correct the problem in three (3) days. During that time, the assistance animal owner can ask to meet with management. If a solution is not reached, management may remove the assistance animal, evict the assistance animal owner or both.
 - b. Nuisance, attack, or threat to the safety, health or security of any person, resident, employee or visitor to the project will result in the immediate and permanent removal of the assistance animal from the property.
 - c. Violation of all the above rules will result in management removing the animal to veterinary facilities at the Tenant/Assistance Animal Owner's expense.
- I. In the event a tenant elects to remove an assistance animal from the property on a permanent basis, management will inspect the apartment for health, safety, sanitation and damages that may have been caused by the assistance animal. Such cost to repair the unit will be the responsibility of the Tenant/Assistance Animal Owner.
- J. Tenant/Assistance Animal Owner has read and agrees to comply with the above Assistance Animal policy, terms, specifications, rules and regulations which are herein incorporated by reference and agrees to comply with such policies, terms, specifications, rules and regulations as may be reasonably adopted from time to time by owner.

TENANT/ASSISTANCE ANIMAL OWNER

TENANT/ASSISTANCE ANIMAL OWNER

OWNER/MANAGEMENT

DATE _____

Attach picture of assistance animal to this document.

Certification of Responsibility for Assistance Animal

Tenant Name

Davis Behavioral Health
934 South Main Street
Layton, UT 84041
PH: (801) 773-7060

We the undersigned do hereby agree that we will accept responsibility for the assistance/comfort/companion animal owned by Tenant Name in the case that he/she is unable for any reason to care to the assistance/companion/comfort animal. We hereby submit our names, addresses and phone numbers to the management of Davis Behavioral Health to be contacted in the event that we are needed. If we should change residence or phone number, we agree to notify the management of the above named community.

PLEASE PRINT:

NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

SIGNATURE _____

DATE _____

SECONDARY LISTING (if desired)

PLEASE PRINT:

NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE NUMBER _____

SIGNATURE _____

DATE _____