



# ANIMAL AGREEMENT

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## ADDENDUM TO RESIDENTIAL LEASE CONCERNING THE PROPERTY AT \_\_\_\_\_

### A. ANIMAL AUTHORIZATION AND DESCRIPTION:

(1) An assistance animal is required to be reported to the Landlord with accompanying documentation. A request for a reasonable accommodation must be made in order to keep the assistance animal on the Property and such a request may require a documented need for the assistance animal. If the request for reasonable accommodation is accepted by the Landlord, no animal fee or deposit will be charged.

### Misrepresentation of an assistance animal is a violation of Texas law and may be a punishable offense.

(2) Tenant may not permit, even temporarily, any animal on the Property (including but not limited to any mammal, reptile, bird, fish, rodent, or insect) other than an assistance animal, unless specifically authorized by this agreement.

(3) Tenant may keep only the following animal(s) on the Property until the above-referenced lease ends.

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Name: \_\_\_\_\_  
Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_  
Spayed/Neutered?  yes  no Rabies Shots Current?  yes  no Assistance Animal  yes  no

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Name: \_\_\_\_\_  
Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_  
Spayed/Neutered?  yes  no Rabies Shots Current?  yes  no Assistance Animal  yes  no

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Name: \_\_\_\_\_  
Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_  
Spayed/Neutered?  yes  no Rabies Shots Current?  yes  no Assistance Animal  yes  no

Type: \_\_\_\_\_ Breed: \_\_\_\_\_ Name: \_\_\_\_\_  
Color: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_  
Spayed/Neutered?  yes  no Rabies Shots Current?  yes  no Assistance Animal  yes  no

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**B. CONSIDERATION:** This Paragraph does not apply to assistance animals. In consideration for Landlord's authorization for Tenant to keep the animal(s) described in Paragraph A on the Property, the parties agree to the following. (*Check any one or any combination of the following.*)

(1) Tenant will pay an animal deposit of \$ \_\_\_\_\_ on or before \_\_\_\_\_. The animal deposit is an increase in the security deposit in the lease and is made part of the security deposit for all purposes. This increase in the security deposit is not refundable before the lease ends, even if the animal is removed. Any refund of the security deposit, including this increase, is governed by the terms of the lease.

(2) Tenant will pay a monthly animal fee in the amount of \$ \_\_\_\_\_ which is due concurrently with rent payment as referenced in Paragraph 5 of the lease.

(3) Tenant will pay a one-time, non-refundable animal fee of \$ \_\_\_\_\_ on or before \_\_\_\_\_

**C. ANIMAL RULES:** Tenant must:

- (1) take all reasonable action to ensure that any animal does not violate the rights of other persons;
- (2) comply with all applicable statutes, ordinances, restrictions, owners' association rules, and other enforceable regulations regarding any animal;
- (3) keep the rabies shots of any animal current;
- (4) confine any animal, when outside, by fences or on leashes under Tenant's control;
- (5) confine any animal, that is not an assistance animal, in an appropriate enclosure for the type of animal;
- (6) promptly remove any animal waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards, and decks; and
- (7) promptly remove from the Property any offspring of any animal.

**D. ACCESS:** Tenant must remove or confine any animal at any time that the animal is likely to limit or prohibit Landlord or other persons access to Property in its entirety as permitted by the lease.

**E. DISCLOSURE CONCERNING ANIMALS:**

(1) Is Tenant aware of whether any of the animals described under this addendum has ever bitten or injured another person?  Yes  No  
If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

(2) Is Tenant aware of whether any of the animals described under this addendum has any propensity or predisposition to bite or injure someone?  Yes  No  
If yes, explain: \_\_\_\_\_  
\_\_\_\_\_

**F. TENANT'S LIABILITY:**

- (1) Tenant is responsible and liable for:
  - (a) any damage to the Property or any item in the Property caused by any animal;
  - (b) any personal injuries to any person caused by any animal; and
  - (c) any damage to any person's property caused by any animal.
- (2) Tenant will pay all reasonable costs that are necessary to clean, deodorize, deflea, or repair any part of the Property, including but not limited to the flooring, doors, walls, window coverings, furniture, appliances, sod, yard, fences, or landscaping.

Animal Agreement concerning \_\_\_\_\_

**G. INDEMNIFICATION:** Tenant will protect, defend, indemnify, and hold Landlord, Landlord's property manager, and Landlord's agents harmless from any damages, costs, attorney's fees, and expenses that are caused by the act of any animal or Tenant.

**H. DEFAULT:** If Tenant breaches any provision in this Animal Agreement, Landlord may, in addition to all remedies described under Paragraph 9B of the lease, immediately terminate authorization for Tenant to keep any animal on the Property. Upon such termination, Tenant must immediately remove any such animal from the Property.

**I. SPECIAL PROVISIONS:**

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Landlord Date

\_\_\_\_\_  
Tenant Date

**Or signed for Landlord under written property management agreement or power of attorney:**

\_\_\_\_\_  
Tenant Date

By: \_\_\_\_\_

\_\_\_\_\_  
Tenant Date

Printed Name: \_\_\_\_\_

Firm Name: \_\_\_\_\_