

Separate Pet Agreement

This Separate Pet Agreement between

_____ and Otis Terrace Apartments c/o Berger Enterprises
(Tenant) (Landlord)

and is not part of the Rental Agreement, which prohibits pets absent a Separate Agreement such as this one. Tenant is renting from Landlord, the premises located at:

2149 Otis, Apartment #: _____ Alameda, CA 94501

1. Tenant has read and signed the "Pet Policy" attached to this agreement.
2. The Tenant will keep his/her pet in a responsible manner, and provide proper care for it. Tenant agrees to abide by the pet policy and landlord agrees to permit tenant to keep the pet(s) described in this agreement in accordance with the pet policy. Tenant may keep only the described pet(s). No pet offspring may be kept without management's prior consent. Tenant agrees to comply with all applicable ordinances, regulations and laws governing pets.

Type of Pet	Name	Age	Description (breed, color, & weight)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. Tenant shall be liable for any damage or injury whatsoever caused by the pet(s) and shall pay landlord or landlord's agents or employees immediately, upon demand, for any and all costs incurred by landlord as a result of damage or injury caused by the pet(s).
4. Tenant agrees to indemnify, hold harmless, and defend landlord and all of landlord's agents and employees against all liability, judgments, expense (including costs and attorney's fees), or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by tenant's pet(s). It is required that Tenant secure personal liability or other insurance, and indemnify the property management against pet-related litigation and attorney's fees.
5. Tenant shall provide the following information and promptly notify landlord in writing of any changes. The "emergency caretaker" shall be an individual who will upon one hour's notice remove and care for the pet in the event of Tenant's sudden illness, injury, death, or other absence. If Tenant is unable to provide the name of a pet caretaker, he/she will provide details of other arrangements which have been made for the proper care of the pet.:

Name of Emergency caretaker for pet(s): _____

Address: _____

Daytime telephone: _____ Evening telephone: _____

Name of Veterinarian: _____

Address: _____

Telephone: _____ Pet insurance: _____

6. Tenant agrees that landlord and landlord's agents and employees have the right to enter tenant's apartment without prior notice, if there is reasonable cause to believe that a pet has been left alone in tenant's apartment and either that pet is creating a disturbance or any other emergency situation appears to exist with respect to the pet. Landlord or landlord's agents or employees shall attempt to contact tenant before entering the apartment and shall enter only if they are unable to contact tenant within a reasonable amount of time. Upon entering, landlord or landlord's agents or employees may make any appropriate arrangements with respect to the pet's care, including removing the pet and placing it in a temporary home. Landlord or landlord's agents or employees may immediately deduct any costs incurred from tenant's pet deposit. Tenant shall be liable for any costs in excess of the deposit and shall reimburse landlord or landlord's agents or employees immediately, upon demand.

7. By signing this agreement, tenant has agreed to the above and has paid a pet deposit of **\$500.00**. Tenant shall immediately replace monies deducted from the deposit. This deposit is fully refundable if landlord or landlord's agents or employees determine there are no damages caused by the pet(s) upon tenant's vacating the premises or permanently relocating the pet(s).

8. Landlord and tenant agree that permitting a pet on the premises is not a regulated service or base service included in the Rental Agreement. Furthermore, this agreement is not a condition of any agreement to rent between Landlord and Tenant. In exchange for permission to keep a pet, and in recognition of the fact that permitting pets places additional administrative burdens on Landlord, and causes additional wear on the premises, Tenant agrees to pay a monthly fee of **\$ not applicable** to Landlord, due at the same time and upon the same terms as rent is due under the rental agreement. Resident also agrees to pay a one-time, non-refundable fee of **\$ not applicable**.

9. The Tenant is responsible for providing management with the following information and documents, which will be kept on file in the Tenant's folder:

- A color photo and identifying description of the pet.
- Attending veterinarian's name, address & telephone number.
- Verification of spraying or neutering.
- Verification of rabies vaccination and boosters in accordance with state & local laws.
- Verification that the pet has been examined by a veterinarian annually.

- ❑ Verification that the pets' inoculations have been provided and updated as deemed appropriate by the veterinarian for the species of pet.
- ❑ Dog or cat licensing certificates in accordance with state & local laws.
- ❑ Two (2) alternate caretakers, their names, address and telephone numbers, who will assume immediate responsibility for the care of the pet should the guardian become incapacitated; these caretakers must be verified in writing, acknowledging their responsibilities.
- ❑ Emergency boarding accommodations.

The Tenant is responsible for keeping management informed of any change of information.

10. This Agreement may be modified or terminated by Landlord with 30 days notice. This Agreement may be terminated by Tenant by electing not to pay the monthly fee. This Agreement terminates automatically with the termination of any Rental Agreement between Owner and Tenant. In the event this agreement is terminated, regardless of the mechanism, Tenant will no longer have any right to keep a pet upon the premises.

Resident Signature

Date

Resident Signature

Date

Owner/Agent Signature

Date

Rev. 4/10/10