

# Pet Policy

The management of *Otis Terrace Apartments* wants to encourage tenants to value and enjoy their apartments as they would their own homes. We believe that tenants should be given every opportunity to pursue their interests, consistent with the rights of their fellow tenants and the property owner(s). By fostering an attitude of mutual respect and cooperation, our common interest in a pleasant environment is best achieved.

In keeping with this philosophy and after carefully considering all the interests involved, we have decided to adopt a limited pet policy that will allow tenants committed to responsible pet ownership to have a pet. In reaching this decision, we have taken into account the important contributions that pets can make to the lives of people who value and appreciate animals. The pet policy is designed to protect both pet owners and non-pet owners, and to ensure that the animals themselves receive responsible care. The policy applies to all pets kept at the property and will be strictly enforced.

## Pet Policy

1. Permission to keep a pet is granted at management's sole discretion and is subject to tenant's strict adherence to all aspects of this pet policy. Any tenant who wishes to keep a pet will first obtain management's approval and sign a pet agreement. Management reserves the right to check references for previous pet ownership to confirm that tenant has demonstrated that he or she has been a responsible pet owner. If management feels a pet is inappropriate, management will inform the tenant. In the case of dogs, a tenant may be required to provide certification that the pet has successfully completed the American Kennel Clubs (AKC) Canine Good Citizen (CGC) test. Upon management approval to keep a pet, the "Separate Pet Agreement" must be signed immediately by the tenant. All tenants with pets must be able to control their pets via leash, pet carrier, or cage. All pets (as appropriate, i.e., dogs and cats) must wear, in addition to I.D. and license tags as required, an identification tag which will be provided by management to indicate that the pet is approved to reside with the tenant.

2. Only common household pets will be allowed. These include dogs, cats, fish, birds, rabbits, and rodents, such as guinea pigs and hamsters, kept as companion animals. Reptiles (other than turtles) and birds of prey are not household pets. Pets, other than cats and dogs, shall have suitable housing, e.g. cages or aquariums. There will be no more than two (2) pets; cats, dogs, birds, or caged mammals per apartment. In the case of fish, no more than one (1) aquarium with a 25-gallon capacity shall be allowed. Requests to keep more than one (1) pet of any other species will be approved at management's sole discretion. No pet offspring may be kept in the apartment.

3. In making a decision on whether to approve a tenant's request to keep a dog, management will take into account the dog's temperament and the arrangements the tenant has made for training and exercising the dog. The mature size of a dog is normally limited to a weight not to exceed 40 pounds. However, the size of a dog is not directly related to its

desirability as a resident. Each animal shall be taken into consideration for its individual merit, based upon the facilities available. We do not permit puppies, kittens, or any other young animals. Animals of a dangerous or aggressive disposition will not be permitted.

4. Pets are to be kept inside the tenant's apartment. Dogs going in and out of the building must be on leash and under the tenant's control. If an off-leash area has been designated by the management on the building grounds, dogs may be taken off-leash in that area, provided the tenant remains with the dog at all times. Use of the grounds or premises for sanitary purposes is prohibited. If pet is a bird, it shall not be let out of its cage. If pet is a fish, the water container shall not be over 25 gallons and will be placed in a safe location in the apartment. Pets may not be tied to any fixed object anywhere outside Tenant's apartment, except in fenced yards (if any) for Tenant's exclusive use. Pets are not to be left unattended on a patio, deck, or porch at any time. Pets shall be restrained at all times, when outside apartment on property grounds. No pet shall be loose in hallways, elevators, community rooms, dining rooms, or other common areas (as applicable). Pets will not be allowed to disturb the health, safety, rights, comfort or quiet enjoyment of other tenants. A pet will not create a nuisance to neighbors with excessive barking, whining, chirping, or other unruly behavior.

5. Tenants are responsible for keeping all areas where pets are housed clean, safe, and free of parasites, including fleas. Dog owners must immediately pick up and dispose of, in a sanitary manner, all dog waste deposited on the street or grounds. Cat owners must place soiled cat litter in tied, plastic bags and dispose of the bags in garbage pails designated by management. Pet shall not be fed directly on the carpeting in the apartment unit. Resident shall prevent fleas or other infestation of the rental unit or other property of Landlord, and may be held liable for costs associated with any necessary remediation. Pets that must relieve themselves inside the apartment, such as cats and small dogs, may urinate or defecate only in designated areas, to be approved by management. . Pets must be fed inside the apartment. Pet food or water may not be left outside apartment at any time. Pet bowls must be cleaned daily. Pet food may not be left in a pet bowl overnight. Tenant may not construct a facility to house a pet outside the Tenant's apartment. The tenant is responsible for cleaning up after the pet inside the apartment and anywhere else on the property. A "pooper scooper" and/or disposable plastic bags shall be carried by the Tenant. All wastes shall be bagged and disposed of in a proper receptacle, such as a trash can, dumpster, or designated pet waste container. Toilets are not designed to handle pet litter. Under no circumstances should any pet debris be deposited in a toilet, as blockages will occur. Tenants will be responsible for the cost of repairs or replacements of any damaged toilets or pipes. Pet blankets and bedding are not to be cleaned or washed in the laundry room for hygienic reasons. The Tenant will keep the apartment unit and its patio or deck, if any, clean and free of pet odors, insect infestation, waste and litter and maintain the apartment in a sanitary condition at all times. The Tenant will restrain the pet and prevent the pet from gnawing, chewing, scratching, or otherwise defacing doors, walls, windows, and floor covering of the apartment, other apartments, and common areas, as well as shrubs and landscaping of the facility. Tenants will not alter their apartment, patio, deck, or other outside area to create an enclosure for an animal. Tenants with pets will agree to quarterly inspections (at management's sole discretion) to be sure pets and apartments are being cared for properly. These inspections may be reduced or increased in time periods at the management's sole discretion. The Tenant is

responsible for cleaning, deodorizing and sanitizing carpeting and other floor coverings in the apartment as necessitated by the presence of the pet.

6. All dogs and cats must be spayed or neutered, unless a veterinarian certifies that health problems prevent the dog or cat from being spayed or neutered. A veterinarian's certificate will be necessary to allow the pet to become a resident of the property and exceptions will be at management's sole discretion. All pets must receive proper veterinary care, including all appropriate inoculations; must be well-groomed; and must be given a healthy diet and exercised according to their needs. All pets must also be maintained in accordance with applicable state and local laws. Dogs and cats must wear identification tags at all times. All pets, as applicable, shall have rabies and distemper inoculations and such booster shots as needed. Tenant shall provide proof of said inoculations and booster shots by providing a bill for these services from a veterinarian or a humane society clinic. The Tenant will be responsible for proper care --- good nutrition, grooming, exercising, flea control, routine veterinary care and yearly inoculations. Dogs and cats must wear identification tags and licenses (in accordance with state, city, town, or housing managers' requirements) and collar when outside apartment.

7. No pet is to be left alone in a tenant's apartment for a period longer than that which is appropriate in light of the needs of the individual pet. While this period may vary depending on the pet in question, landlord and tenant understand that, in general, dogs should not be left alone for more than 9 hours, and other pets for more than 24 hours, on a regular basis. When management has reasonable cause to believe a pet is alone in an apartment and either that pet is creating a disturbance or any other emergency situation appears to exist with respect to that pet, management will attempt to contact the tenant to remedy the situation. If management is unable to contact the tenant within a reasonable period, management may enter tenant's apartment and make any necessary arrangements for the pet's care, including removing the pet and placing it in a temporary home, such as a local humane society, boarding kennel, or a similar facility, at the Tenant's sole expense. If the health or safety of a pet is threatened by incapacity or death of the Tenant, management will contact the caretaker(s) designated by the Tenant. If caretaker(s) is/are unable or unwilling to assume responsibility for the pet, and Tenant is unable to locate an alternate caretaker, the management may enter the apartment/premises, remove the pet, and arrange for pet care for no less than ten (10) days to protect the pet. Funds for such care will come from the Tenant's pet deposit (See item 9 below). The management may also contact the local humane society, or animal control facility for assistance in providing alternate arrangement for the care of the pet if the caretaker cannot be located.

8. Tenants are responsible for ensuring that their pets do not disturb or annoy other tenants or neighbors. Tenants whose pet(s) are determined by management to be disturbing others must remedy the situation immediately. A tenant who fails to remedy the situation after three (3) warnings will receive a 30-day notice to remove the pet from the premises. If the tenant fails to remove the pet, the tenant will be considered in breach of tenant's lease or other rental agreement and may be required to vacate the premises. Tenant shall not permit, and represents that pet will not cause any damage, discomfort, annoyance, nuisance, or in any way inconvenience or cause complaints, from any other Tenants, guest(s), or the public. Any "mess" created by the pet shall immediately be cleaned-up by Tenant. Tenant must provide and maintain an appropriate litter box, if applicable. Management reserves the right to require Tenants with dogs to relocate to a

comparable apartment on the ground floor of their building, based upon written complaints concerning: 1) the behavior of the dog in the elevator or hallways & walkways (as applicable); or 2) the documented medical condition of tenant(s) affected by the presence of the dog. Termination of lease/rental agreement proceedings may be instituted if the Tenant is in violation of the "Separate Pet Agreement" or this "Pet Policy," which the Tenant has agreed to abide by in signing both documents. Termination of lease/rental agreement proceedings may also be instituted if the Tenant has received three (3) warning from management (per above).

9. Tenant(s) is/are responsible for and must immediately pay for all damages or injuries caused by their pets. In addition, each tenant who wishes to keep a pet must pay a \$500.00 (five hundred and no/100 dollars) pet deposit upon signing the "Separate Pet Agreement." If the cost of repairing any damages caused by the pet exceeds the pet deposit, management may use funds from the tenant's regular security deposit to cover the excess. If management uses all or any portion of the pet deposit or security deposit to cover any pet-related damages or expenses incurred by management during the tenant's tenancy, the tenant must immediately restore the deposits to their full, original amounts. Landlord requires Tenant to carry renter's insurance to cover damages caused by pet. The pet deposit will be refunded at the time Tenant vacates or no longer has the pet, provided that no damage has been done to the property. Sums necessary to repair such damage will be deducted from the deposit, in accordance with state and local laws. Charges for damage will include labor and materials.

10. The pet deposit is fully refundable if management determines that there is no damage or other expense caused by the pet(s) upon tenant's vacating the apartment or permanently relocating the pet(s).

11. Tenants are expressly prohibited from feeding or harboring stray animals.

I have read and understand the above pet policy. The Tenant(s) agree(s) to abide by each rule enumerated above. Noncompliance shall be sufficient cause for termination of the "Separate Pet Agreement," to which these pet policies are part of.

\_\_\_\_\_

Tenant

Date

\_\_\_\_\_

Tenant

Date

Rev. 05/2020

# 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 Drive, 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 in the apartment. 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