



## **PET ADDENDUM**

**THIS PET ADDENDUM** (this “**Addendum**”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and forms a part of that certain Lease Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “**Lease**”), between Fort Huachuca-YPG Communities II, L.L.C., an Arizona limited liability company dba Mountain Vista Communities (“**Owner**”), and \_\_\_\_\_ (“**Tenant**”) for the Premises described in the Lease. In case of conflict between the provisions of this Addendum and any other provisions of the Lease, the provisions of this Addendum shall govern.

### **GENERAL**

Mountain Vista Communities (the “**Community**”) recognizes the importance of pets to residents. Pet ownership is a privilege that will be extended to all residents of the Community on the terms and conditions set forth in this Addendum. Tenant must complete this Addendum at move-in, regardless if Tenant owns and/or intends to house a pet within the Premises, and shall immediately update or re-execute this Addendum upon acquiring a new pet (that is approved by the Owner).

Service animals and assistance animals are **not** considered pets subject to this Addendum. Residents of the Community that own service animals or assistance animals and are requesting such service animals or assistance animals be kept within such resident’s unit/housing and otherwise be allowed within the Community shall request from and submit to Owner a *Service Animal or Assistance Animal Request Addendum* (Addendum to the Lease) for Owner’s review in accordance with such Addendum. Certain state and local laws, regulations, or ordinances may criminalize the misrepresentation of an entitlement to an assistance animal and/or the misrepresentation of a pet as an assistance animal (including creating or providing any documentation that misrepresents a pet as an assistance animal), punishing offenders with fines, community service, jail time, and/or a combination of any of the foregoing. It is the duty of Tenant to familiarize himself/herself with and abide by such laws, regulations, or ordinances.

### **PET POLICY AND RESTRICTIONS**

Tenant agrees to comply with the following rules, regulations and restrictions, which may be changed by Owner from time to time in Owner’s sole discretion and upon written notice to Tenant:

1. Owner must approve all pets and all required documents are to be on file (including evidence that such pets are vaccinated, registered, licensed and micro-chipped in accordance with applicable State and local laws) **prior** to such pets entering the Community. No “visitor” pets are permitted without Owner approval.
2. Except as otherwise provided in the Community Guidelines & Policies], no more than **two (2)** pets per household are allowed at any given time.
3. Even if there is no pet deposit under this Pet Addendum it does not limit the Resident’s liability for damages, cleaning, deodorizing, de-flee-ing, replacement and/or personal injuries as herein further specified. The Resident’s liability applies to carpets, doors, walls, drapes, windows screens, furniture, appliances, and any other part of the dwelling unit, landscaping or other improvements to Mountain Vista Communities’ property. Resident shall be liable for the entire amount of any injury to the person or property of others caused by such pet.

4. Tenant is fully responsible for the conduct and actions of their pets at all times and, among other things, the full restitution for damages to yards, homes, property, etc., and hospital bills or veterinary bills incurred as a result of injuries inflicted on people or other animals caused by their pet(s).
5. Tenant is responsible for paying for any damages caused by their noncompliance with the provisions of this Addendum and the charges imposed by the Community to repair the damages associated therewith.
6. Tenant's failure to permanently remove the pet as provided herein or failure to comply with all other terms of this Addendum shall constitute a default permitting termination of the Lease.
7. Tenant must notify Mountain Vista Communities within five (5) days of acquiring a pet and shall re-execute or update this Addendum accordingly.
8. All pets must be registered by Tenant at the base veterinarian treatment facility (if such a facility exists at the base) within five (5) working days of occupying a housing unit or acquiring a pet.
9. Tenant is responsible for keeping the grounds clean and sanitary. All yards and common areas must be kept clean of pet droppings. Tenant must pick up and properly dispose of animal waste and residents who walk their pet must carry a plastic bag to retrieve and dispose of any droppings. It is a violation of this Addendum for Tenant to simply "turn out" their pet and recall it at their convenience.
10. Pets must be "on leash" at all times when outside the fenced area of the housing unit. Pets shall not be tethered outside the home. Pets must be in the home or behind an approved fenced area in the backyard if unattended. Pet food shall not be kept outside, as it will attract vermin and pests.
11. Tenant must keep his or her pet(s) kenneled or contained upon the Owner's access to the Premises for inspections, maintenance and showings.
12. Tenant is required to (a) provide care, feeding, and supervision of their pets, (b) control their pets at all times, (c) pay for damages caused by their pets, (d) maintain the good health of their pets and (e) maintain flea and odor control of their pets.
13. Pets are not allowed in the pool, pool areas, playgrounds or tot lots at any time.
14. Pets of vicious or dangerous disposition shall **not be permitted** within the Community for any reason whatsoever. No pets with a history of aggressive, threatening or violent behavior will be allowed.
15. The breeding of animals or operation of a commercial kennel within the Premises or anywhere else within the Community is strictly prohibited.
16. Tenant shall insure that Tenant's pets do not at any time disturb any other resident of the Community (or animal of any other resident) nor damage any property located in the Community.
17. If, in Owner's sole and reasonable discretion, that Tenant's pet constitutes a threat to the health or safety of other residents or animals of other residents or otherwise creates a nuisance, which disturbs the rights, comforts or quiet enjoyment of other residents, has caused or is causing damage to the property in the Community, or has shown or is showing aggressive behavior towards any other resident or animals of other residents, Tenant shall permanently remove such pet from the Community within five (5) days after written request by Owner. Should Tenant feel that such request is unreasonable or without basis, Tenant may request a meeting with the Owner to discuss the removal request. Tenant is entitled to be accompanied at the meeting by a person of his or her choice. The final determination to remove the

offending animal shall be made by the Owner (in good faith) after reasonable discussion with Tenant and evaluation of all of the pertinent evidence. Tenant’s failure to correct the situation as required by Owner, timely request a meeting, or appear at a scheduled meeting may result in the removal of the offending animal, waiver of Tenant’s right to dispute such removal or termination of Tenant’s tenancy at the Community.

18. Tenant shall indemnify, defend and hold harmless Owner and its agents, employees and representatives from and against any actions, suits, claims and demands, including, without limitation, attorneys’ fees, costs and expenses, arising from damage or injury to any person, animal or property caused by Tenant’s pets or Tenant’s non-compliance with this Addendum.
19. The following animals are **not** allowed in the Community or to be kept by residents in their individual unit/housing in the Community at any time:

<b>Dogs of the following “restricted breeds” (to include any dog with a mix of any such breeds)*:</b>	Pit Bull (American Staffordshire Bull Terrier or English Staffordshire Bull Terrier), Rottweiler, Doberman Pinschers, Chows, and wolf hybrids.
<b>Any dog (of any breed) that demonstrates a propensity for dominance or aggressive behavior as indicated by any of the following types of conduct:</b>	Unprovoked barking, growling, or snarling when people approach; aggressively running along fence lines (if applicable) when people are present; biting or scratching people or other animals; or escaping confinement or restrictions to chase people.
<b>Reptiles and fish:</b>	Ex: Snake, lizard, turtle, tortoise, crocodile, alligator, iguana, komodo dragon, newt, gecko, gila monster, electric eels, piranhas, pufferfish, and sharks.
<b>Arachnids:</b>	Ex: Spider, scorpion.
<b>Rodents (other than hamsters and guinea pigs):</b>	Ex: Mice, rat, gerbil, mole, beaver, squirrel, porcupine, chipmunk, prairie dog, groundhog, gopher, shrew, bat, hedgehog, raccoon, and skunk.
<b>Wild or exotic animals:</b>	Ex: Fisher cat, fox, weasel, raccoon, monkey, Ferret, chinchilla, jackal, coyote, wolf, skunks.
<b>Farm animals:</b>	Ex: Pig, horse, cow, chicken, sheep, goat, and geese.
<b>Birds of prey:</b>	Ex: Hawk, eagle, buzzard, vulture, owl, falcon, harrier, kite.

*\*Notwithstanding anything contained herein to the contrary, the “restricted breed” restriction above shall not apply to a (i) certified military working dog that is being boarded by its handler/trainer and approval is obtained by the Installation Commander in writing or (ii) service animal or assistance animal that is registered with the Owner. In addition, whether a pet is a “restricted breed” or mix of any of the “restricted breeds” shall be determined in the reasonable discretion of the Owner. In the case of a dispute concerning the Owner’s determination of whether a pet is a “restricted breed” or mix thereof, a local qualified veterinarian selected by the Owner shall make such determination, which determination shall be final and conclusive. Any costs associated with the veterinarian’s determination shall be borne by the disputing resident.*

20. The privilege of keeping a pet in the Community may be revoked and/or a warning issued if a pet is

determined to be a nuisance. A nuisance is any action of a pet that endangers life or health, gives offense to the senses, violates laws of decency or obstructs reasonable or comfortable use of property. An animal may be considered a nuisance if it, among other things, (a) habitually or repeatedly barks in a manner that disturbs others, (b) interferes or obstructs persons engaging in exercise or physical activity, (c) defecates on the lawn of a home not occupied by its owner, or (d) habitually violates the leash requirement.

21. If Tenant witnesses or has actual knowledge of any incident involving the aggressive behavior (or any other behavior or actions that would constitute a violation of the Community rules and regulations or a nuisance) of any animal(s), permitted pet(s) or service or assistance animal(s) in the Community, Tenant shall promptly report such incident to Owner by contacting Mountain Vista Communities. Tenant shall provide Owner with all reasonably requested information including, without limitation, the date, time, and location of the reported behavior, essential facts of the incident (including any potential provocation and the specific behaviors exhibited), the breed and type of the offending animal, any witnesses and their corresponding contact information, and Tenant’s contact information.
  
22. **BASE RULES ACKNOWLEDGMENT** Tenant agrees that the rules, procedures, and requirements in this Addendum are the rules, procedures, and requirements of the Owner only and further agrees and acknowledges that Tenant may be subject to certain military installation/base rules, requirements, restrictions, and procedures applicable to the residents of the Community, including, without limitation, rules, requirements, restrictions, and procedures regarding animals or pets and/or any related accommodation requests (“**Base Rules**”), which Base Rules may be more stringent than the rules, procedures, and requirements set forth herein. Accordingly, Tenant agrees and acknowledges that (a) it is Tenant’s sole responsibility to familiarize himself or herself with and strictly abide by and comply with any and all applicable Base Rules in addition to all rules, procedures, and requirements set forth herein, (b) Tenant’s compliance with the Base Rules is an independent obligation from Tenant’s compliance with this Addendum, (c) any and all rights granted to Tenant under this Addendum, if any, may be affected, modified, reduced, eliminated, or limited by the Base Rules through no fault of Owner, and (d) Owner shall not be liable to Tenant or any other party or otherwise be responsible for any harm, damages, costs, expenses, fees, losses, or other liabilities in connection with any rights of Tenant under this Addendum that are affected, modified, reduced, eliminated, or limited in any way by the Base Rules. By executing this Addendum, Tenant represents and warrants that he or she is and shall remain at all times compliant with the Base Rules.

**PET REGISTRATION INFORMATION**

Tenant hereby represents and warrants that the information below is true and accurate. **Owner must be notified of significant changes to the below information.**

**Pet #1 Information**

Pet Name: \_\_\_\_\_  
Type of Animal: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Gender: \_\_\_\_\_  
Weight: \_\_\_\_\_  
Age: \_\_\_\_\_  
Description: \_\_\_\_\_

**Pet #2 Information**

Pet Name: \_\_\_\_\_

Type of Animal: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Gender: \_\_\_\_\_  
Weight: \_\_\_\_\_  
Age: \_\_\_\_\_  
Description: \_\_\_\_\_

**Veterinary Treatment Facility**

All post pets must be registered with the Ft. Huachuca Veterinary Treatment Facility (FHVTF) for verification of microchip and all required vaccinations within seven days of arrival. Proof of FHVTF verification must be provided to the MVC leasing office.

*It is resident/pet-owner's responsibility to provide Mountain Vista Communities (MVC) with certified breed determination documentation to comply with the Ft. Huachuca breed restriction policy.*

**FAILURE TO COMPLY**

Tenant's failure to comply with the terms and provisions of this Addendum (including, without limitation, the removal of an offending animal) or violation of any representation or assurance contained in this Addendum shall constitute a default permitting termination of the Lease.

**ACKNOWLEDGEMENT**

Please initial **one (1)** of the following statements:

\_\_\_\_\_ Tenant acknowledges the she or he **does not own a pet**. Tenant acknowledges that no animal or pet of any kind may be kept within the Premises or otherwise be kept in the Community by Tenant or his or her guest without the prior written consent of the Owner. Tenant also acknowledges that if he or she obtains permission at a future date to keep a pet, Tenant agrees to abide by all of the requirements of this Addendum.

**OR**

\_\_\_\_\_ Tenant agrees to abide by all of the requirements of this Addendum. Except for the pet(s) described above, Tenant shall not keep any pets within the Premises or otherwise in the Community without Owner's approval and re-execution or update of this Addendum. By signing below, Tenant certifies that his or her pet(s) identified above has no history of aggressive, threatening or violent behavior. Tenant understands that the permission to keep the above identified pet(s) in the Premises can be revoked by Owner at any time if there is a failure to comply with any of the terms and conditions of this Addendum or if Tenant permits the pet(s) identified above to become a nuisance or safety hazard to the other residents or animals of other residents, and upon such revocation, Tenant must permanently remove such offending pet(s) from the Premises in accordance with terms hereof. Failure to do so may result in termination of the Lease.

*Tenant agrees that he or she has read all of the terms of this Addendum, is submitting this Addendum with true*

*and accurate information and accepts all of the terms and conditions of this Addendum.*

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
Date

\_\_\_\_\_  
**Tenant**

\_\_\_\_\_  
Date

*Owner hereby grants permission to Tenant to keep in the Premises, the above-described pets (if any) on the terms and conditions set forth herein.*

\_\_\_\_\_  
**Owner**

\_\_\_\_\_  
Date