



PET ADDENDUM

THIS ADDENDUM is made on _____ between Owner and Tenant jointly and severally, who have agreed to modify the Residential Lease (the "Lease") between Owner and Tenant dated _____ as follows.

1. **DEFINITIONS:** Whenever the following capitalized words are used in the Addendum, they shall have the meanings shown below. All capitalized words, which are defined in the Lease are not defined in this Addendum, shall have the meanings given in the Lease.

OWNER: James E. Baylor Holding Corporation	TENANT:	AGENT: Baylor Management Corporation
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PREMISES:

PET:	NAME:	BREED:	
COLOR:	AGE:	WEIGHT:	NEUTERED?

Pet Policy: No pet over 25 pounds shall be allowed on premises. Pet owners must supply vet records that show updated shot information and weight at the request of Landlord.

Pet Deposit: \$ <u>250.00</u> to be held by <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Owner	Pet Fee: \$ _____	Pet Rent: \$ <u>25.00</u>
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2. **PERMISSION:** Owner grants permission to Tenant to keep the Pet with a maximum of one pet per premises, and no others, on the Premises, subject to the terms and conditions of the Lease and then Addendum. Pet must be under 25 pounds and Tenant must provide vet records showing shot records and weight. Owner may revoke permission at any time if Tenant fails to comply with any of the terms of the Addendum or Lease.

3. **PET DEPOSIT AND FEE:** Tenant has deposited the Pet Deposit for the faithful performance of all terms and conditions of the Lease and this Addendum, including, but not limited to, the return of the Premises in good and clean condition, free of Pet damage and flea and other pest infestation, at the completion of the term. The Pet Deposit shall be added to the Security Deposit and be subject to all of the other terms and conditions regarding the Security Deposit. Tenant has paid the Pet Fee as a non-refundable fee to induce Owner to grant permission for the Pet. Tenant understands that Pet Fee will not be refunded, even if the Pet is subsequently removed from the Premises or if there is no damage to the Premises at the end of the term.

4. **PET RENT:** In addition to the Rent, Tenant shall pay the Pet Rent for each month, or part of a month, that the pet is on the Premises. The Pet shall be considered to be on the Premises until the Pet is removed, tenant has Owner and Agent written notice that the pet has been removed, Owner has confirmed the removal by inspection of the Premises, and all pests have been exterminated. The Pet Rent shall be payable in the same manner as Rent.

5. **PET CONTROL:** Tenant shall keep the Pet in accordance with all applicable laws and ordinances, including licensing the Pet, keeping current all applicable shots, and leashing the pet when outdoors and in common areas. Tenant shall promptly remove and properly dispose of all pet waste, and shall not curb the Pet on shrubbery, flowers, or small trees. Tenant shall not permit the Pet to bark, howl, or otherwise emit noises in such a level, frequency, or time as to disturb others. Tenant shall not keep the Pet on the Premises if the Pet is or becomes vicious or threatening, bites or attacks any person or other pet, or otherwise is or becomes a nuisance. Tenant shall not leave the pet on the premises unattended for any period in excess of **eight (8) hours**. Tenant shall provide proper care, food, and shelter for the Pet and not abuse the Pet in any way. No breeding of the pet shall be permitted on the Premises.

6. **CONDITION OF PREMISES:** Tenant shall be responsible for all damage caused by the Pet to the Premises, including all repairs and replacement considered appropriate by Owner or Agent. Upon termination of the Lease or removal of the Pet from the Premises, whichever occurs first, Tenant shall have the Premises professionally exterminated and the carpets Professionally Cleaned and Deodorized at Tenant's cost through companies approved by Agent. Tenant shall provide Agent with Copies of paid receipts for the extermination and cleaning. Tenant shall remain liable for dormant infestation and latent pet odor (including extermination costs and carpet replacement/floor refinishing if necessary) for 30 days after the Pet is removed from the Premises and the required extermination and cleaning are complete, even if prior to that time the Security Deposit and Pet Deposit have been returned to Tenant.

7. **ADDITIONAL ENTRY RIGHTS:** In addition to Owner's rights under the Lease, if Owner receives any complaint regarding the Pet or otherwise has reason to believe that a violation regarding the Pet has occurred, Owner and/or Agent may enter Premises to investigate the possible violation. Owner and Agent will only enter Premises under this provision on reasonable notice and at reasonable time unless the circumstances require otherwise, such as in the event of an emergency, Tenants absence from the Premises, or Tenant's attempted evasion of the requirements of the Lease or this Addendum.

8. **REMOVAL OF PET:** In an emergency, or if the Pet becomes vicious, appears severely ill, or otherwise behaves in a manner that Owner or Agent believes poses an immediate threat to the health and safety of the Pet or others, Owner or Agent may enter the Premises and remove, or cause to be removed, the Pet and take any other action which the Owner or Agent considers appropriate, including, placing the Pet in shelter or other similar facility. In such an event, Tenant shall be responsible for all costs incurred. Owner shall only act under this paragraph if Tenant has failed to take corrective action within a reasonable time after being requested to do so, or if Tenant is not available.

9. **INTERPRETATION:** This Addendum supplements the terms and conditions of the Lease. If any provision of this Addendum conflicts with any provision of the Lease, this Addendum shall control. All rights and remedies of Landlord are cumulative. Any default under the Addendum shall constitute a default under the Lease.

10. Tenant hereby designates _____, as a person responsible to care for the pet if Tenant cannot be contacted by Landlord, or Tenant fails to, or becomes unable to, properly care for the pet, and can be reached at the following phone numbers:

E-Mail: _____ Cell: _____ Work: _____

If the person designated herein fails to act in the timely fashion or fails to properly comply with respect to the pet after notice by Landlord, Landlord reserves the right to act in accordance with provisions of this Addendum or as otherwise provided in the Lease Agreement.

This is a legally binding Contract. If any of the Terms are unclear to you, seek competent advice before signing.

Owner/Agent:

By: _____

Date: _____

Tenant: _____

Date: _____