

OKLAHOMA REAL ESTATE COMMISSION

This is a legally binding Contract; if not understood, seek advice from an attorney.

PET ADDENDUM

This Addendum is attached to, and a part of, a Lease Agreement dated _____
 between _____ as Owner/Owner's Broker and
 _____ as Tenant for the Premises commonly known as
 _____.

The Owner/Owner's Broker grants the undersigned Tenant permission to keep the following pet(s) as verified in the Pet Application submitted by the Tenant.

TYPE	AGE	BREED	NAME	SIZE/COLOR

The undersigned Tenant agrees to the following conditions:

1. \$_____ paid by Tenant as a Pet Fee for each pet, for a total amount of \$_____. Tenant understands that at no time will Owner/Owner's Broker refund the Pet Fee, even if Tenant removes the pet, or the pet vacates the property for any reason. Tenant understands Pet Fee is not escrowed or otherwise set aside to pay for pet damages.
2. Tenant understands they will be responsible for professional carpet cleaning at Tenant's expense during and after vacancy due to the occupancy of a pet on the Premises. Tenant also agrees that they will have carpets flea-treated, cleaned, and deodorized by a professional carpet cleaning company approved by Owner/Owner's Broker upon vacating. Documentation must be turned over to Owner/Owner's Broker as proof of compliance.
3. Tenant is to keep only the animals specifically listed above, and CANNOT substitute any other animal/pet without permission of the Owner/Owner's Broker. No other pet(s) or offspring, not even for temporary care, will be permitted without the Owner's/Owner's Broker's permission.
4. Tenant cannot "babysit" or do any caretaking of any animal, bird or pets of any nature, for another party on the Premises for any friend, relative or acquaintance at any time without Owner's/Owner's Broker's written permission.
5. Tenant agrees to keep their pets under control at all times, and abide by the County or City codes pertaining to animals, and Tenant agrees to keep their pet restrained when it is outside of the dwelling.
6. Tenant agrees to dispose of all pet feces properly and promptly, even if it is not from his/her pet.
7. The Tenant shall not allow the pet to cause any damage to the Premises, nor allow the pet to cause any discomfort, annoyance, or nuisance to any other Tenant on the Premises or any neighboring properties (i.e. barking, growling, chasing, running free, etc.). Tenant will immediately remedy any complaints made through the Owner/Owner's Broker.
8. Tenant is required to purchase and maintain a renter's insurance policy that covers pet property damage and liability should the pet cause injury to a person. The policy must be paid in advance annually, and given to the Owner/Owner's Broker each year of occupancy that the pet resides on the property.
9. Tenant agrees to follow all rules and regulations as set forth by any Neighborhood or Homeowner's Association and it is the Tenant's responsibility to determine what rules may apply to the Tenant.
10. Tenant guarantees to Owner/Owner's Broker that the pet(s) listed above have received the appropriate vaccinations required by governing agencies including, but not limited to, the County, City, or State.
11. Owner/Owner's Broker reserves the right to revoke permission to keep the pet should the Tenant break this agreement.

Tenant Initials _____ Owner Initials _____ Initials are for acknowledgment purposes only

- 12. Tenant agrees to remove the pet if there is any incident or report of violent behavior of the pet(s).
- 13. Tenant agrees to indemnify, defend, and hold Owner/Owner's Broker harmless from and against all claims, actions, suites, judgments, and demands brought by another party due to any activity or damage caused by the Tenant's pet.
- 14. In any action or proceeding arising out of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 15. Tenant agrees to arrange for pet care when maintenance or other employees need to enter the Premises.

Owner/Owner's Broker's Remedies for Violation:

- 1. **Removal of Pet by Tenants.** If, in the Owner's/Owner's Broker's sole judgment, any rule or provision of this Pet Agreement is violated by Tenants or their guests, Tenants shall immediately and permanently remove the pet(s) from the Premises upon written notice from Owner/Owner's Broker. The requirement of removal shall not relieve Tenant of any liabilities regarding the lease agreement (i.e. Tenant cannot abandon the lease because of being required to remove the pet(s)).
- 2. **Removal of Pet by Owner/Owner's Broker.** If, in the Owner's/Owner's Broker's sole judgment, Tenants have abandoned the pet(s), left it for any extended period without food or water, failed to care for it if it is sick, or left it unattended in violation of the rules herein, then Owner/Owner's Broker may, upon one (1) day's prior written notice left in a conspicuous place, and in accordance with the terms of the lease dealing with entry of the Premises, enter the dwelling unit to remove the pet(s), and turn the pet(s) over to the humane society or local authority. Owner/Owner's Broker shall not be liable for loss, harm, sickness, or death of the pet(s) unless due to Owner/Owner's Broker's negligence.
- 3. **Cleaning and Repairs.** Tenant shall be jointly and separately liable for the entire amount of all damages caused by the pet(s). If any item cannot be satisfactorily cleaned or repaired, Tenants must pay for complete replacement of the item. If urine odor is detectable, carpet may be replaced at a cost to the Tenant, and Tenant may be liable for any additional costs associated with urine odor removal.
- 4. **Injuries.** Tenants shall be strictly liable for the entire amount of any injury to any person or property caused by the pet, and shall indemnify Owner/Owner's Broker for all costs resulting from it.
- 5. **Move-out.** Having a pet(s) causes abnormal wear and tear to carpeted areas. After Tenants vacate the Premises, they shall provide proof of professional carpet cleaning to the Owner/Owner's Broker. Any costs associated with cleaning, flea removal, deodorizing, or any other sanitization to ensure the elimination of possible health hazards for future Tenants will be subtracted from Tenant's security deposit.
- 6. **Other remedies.** This Pet Agreement is an Addendum to the Lease Agreement between the Owner/Owner's Broker and Tenants. If there is a violation of any rule or provision of this Pet Agreement, Owner/Owner's Broker shall, in addition to the foregoing, have all rights and remedies set forth in the Lease Agreement for violations thereof.

Tenant Signature

Date

Owner Signature

Date

Tenant Signature

Date

Owner Signature

Date

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