

## **ANIMAL POLICY**

**ANIMALS: PET and/or SERVICE ANIMAL/ESA ACKNOWLEDGEMENT:** Pets, Service Animals and Emotional Support Animals are welcome in this dwelling. Dogs are limited **to one dog less than 50 pounds**. Cats are allowed on a case-by-case basis. Per HOA rules, no exotic animals including but not limited to: snakes, lizards, rodents, spiders, and insects. Any fines assessed by HOA to the LANDLORD for pet rule violations will be passed to the TENANT. TENANT'S violation of pet policy/rules may subject TENTANT to immediate eviction. There will be an additional **\$150** non-Refundable Pet Fee PER ANIMAL. **Service Animals and ESAs are not pets. This fee does not apply to SERVICE ANIMALS and ESAs.** **However, all rules, regulations and fees for violation/damage do still apply.** TENANT agree to the following terms and conditions:

- A. TENTANT understands there is NO ANIMAL SITTING PERMITTED. Any animal on premises for any reason must be approved in writing and Pet Fee paid.
- B. TENANT agrees to always keep their animal under control obeying local leash and licensing requirements.
- C. TENANT agrees to keep their animal restrained, but not tethered, when it is outside their dwelling.
- D. TENANT is required to bring a crate for their animal to use.
- E. TENANT is required to use waterproof couch, chair, and bed covers.
- F. TENANT agrees not to leave their animal unattended for any unreasonable periods. When unit is left unoccupied, TENANT will crate animal. No animal unattended on patio at any time.
- G. TENANT agrees to NOT use "piddle pads" in lieu of walking dog, to NOT allow the animal to urinate or defecate on the patio or area surrounding patio, to quickly clean up after their animal and to dispose of the animal's waste properly.
- H. TENANT understands that LANDLORD uses UV "black" light to identify urine stains on bed, bedding, furniture, and other all other areas of the unit before TENANT move in and after TENANT move out.
- I. TENANT agrees not to leave food or water for their animal or any other animal inside or outside their dwelling where it may attract pests or other animals.
- J. TENANT agrees to keep their animal from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will remedy immediately any complaints made through the Owners or Manager.
- K. TENANT agrees to provide their animal with regular health care, to include vaccinations as recommended.
- L. TENANT agrees to use enclosed cat litter boxes and placed on a protective, waterproof mat.
- M. TENANT agrees to pay immediately for any damage, loss, or expense caused by their animal. Lingering animal odors are considered "damage" and TENANT agrees to pay for odor removal from floors, furniture, etc. This may require wall washing, professional floor cleaning, professional furniture cleaning and possible replacement of furnishings.
- N. TENANT agrees that Agreement applies only to the specific animal listed below and that no other animal may be substituted.

- O. TENANT agrees that the Owners reserve the right to revoke permission to keep the animal should the TENANT break this agreement and lease will be terminated.
- P. TENANT agrees to ensure animal is flea/tick free and agrees to have animal bathed regularly.
- Q. TENANT agrees to use lint rollers and all other means possible to remove all traces of animal hair and dander in the entire unit prior to move out.

**SERVICE ANIMAL QUESTIONS (Allowed per ADA/FHA)**

Is the animal required because of a disability?  yes  no

What work or task has the animal been trained to perform?

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**EMOTIONAL SUPPORT ANIMAL DOCUMENTATION (Allowed per ADA/HUD):**

If not submitted at time of application, please submit ESA Letter from your healthcare provider on letterhead or prescription form that includes the professional's license number, date it was issued, phone number, email address, practice address and signature. An online "certificate" without the above information will be considered invalid. LANDLORD will **NOT** ask you questions about your disability, nor contact the healthcare provider about your disability. However, LANDLORD does have the right to confirm the healthcare provider's credentials and validity of the letter.. LANDLORD has a right to ask the TENANT to obtain a Reasonable Accommodation Letter from the healthcare provider, if needed.

**SERVICE ANIMAL / SUPPORT ANIMAL LAW ACKNOWLEDGEMENT**

2019 Act No. 44, preamble, provides as follows:

*"Whereas, service animals that are properly trained to assist persons with disabilities play a vital role in establishing independence for such persons; and*

*"Whereas, the term "service animal" has a distinct meaning in the law. A service animal means an animal that is trained for the purposes of assisting or accommodating the sensory, mental, or physical disability of a disabled person. Under the law, the provision of emotional support, well-being, comfort, or companionship does not constitute the work or tasks of a service animal; and*

*"Whereas, no vest, other marking, or documentation is required for an animal to qualify as a service animal, nor are such vests, markings, or documentation a reliable indication of whether an animal is, by law, a service animal. People sometimes erroneously think that a therapy animal, an emotional support animal, or any animal wearing a vest or having any other type of marking is a service animal as defined by law; and*

*"Whereas, there is an increasing number of occurrences in which people exploit the confusion related to service animals and attempt to bring an animal into a place that it would otherwise not be allowed to enter by passing off the pet, therapy animal, or emotional support animal as a service*

*animal, either by oral misrepresentation, placement of a vest or other marking on the animal, or presentation of a "certificate", despite knowing that it is not a service animal; and*

*"Whereas, some companies mislead individuals into believing that they will be entitled to the rights or privileges for individuals with disabilities with service animals if they buy the company's vests or obtain some type of certificate. These misrepresentations, in some cases, are unlawful deceptive trade practices and compound the confusion around service animals; and*

*"Whereas, commendably, federal and state laws require places of public accommodation, including airports, restaurants, theaters, stores, hospitals, and more, to allow any animal that is presented as a service animal into the place of public accommodation. These same places of public accommodation face a dilemma if someone enters the premises and intentionally misrepresents his animal as a service animal; and*

*"Whereas, when people try to falsely represent a nonservice animal as a service animal, business owners and other places of public accommodation become increasingly distrustful that the animals being represented to them as service animals are, in fact, service animals. Misrepresentation of service animals delegitimizes the program and makes it harder for persons with disabilities to gain unquestioned acceptance of their legitimate, properly trained, and essential service animals. Now, therefore:*

**SECTION 47-3-980. Intentional misrepresentation of animal as service animal; penalties.**

*(A) It is unlawful for a person to intentionally misrepresent an animal in his possession as a service animal or service animal-in-training for the purpose of obtaining any right or privilege provided to a disabled person if the person knows that the animal in his possession is not a service animal or service animal-in-training.*

*(B) A person who is adjudicated to be in violation of the provisions of subsection (A) must be fined:*

- (1) for a first offense, an amount not more than two hundred fifty dollars;*
- (2) for a second offense, an amount not more than five hundred dollars; and*
- (3) for a third or subsequent offense, an amount not more than one thousand dollars.*

*(C) Inquiries made in order to investigate and enforce the provisions of this section are limited to those inquiries allowed by the Department of Justice pursuant to 28 C.F.R. Section 36.302.*

*(D) A custodial arrest for a violation of subsection (A) must not be made, except upon a warrant issued for failure to appear in court when summoned or for failure to pay an imposed fine. A violation of subsection (A) does not constitute a criminal offense.*

**SECTION 47-3-990. Rules and regulations related to access of places of public accommodation by nonservice animals.**

*Places of public accommodation may establish rules and regulations related to access to such facilities by nonservice animals, including emotional support animals.*

**HISTORY:** 2019 Act No. 44 (S.281), § 1, eff May 16, 201