

**PET AGREEMENT
LEASE CONTRACT ADDENDUM**

Please note: LMH considers pets a serious responsibility and a risk to each resident in the dwelling. If you do not properly control and care for your pet, you will be held liable for any resulting damage or disturbance.

A. LEASE CONTRACT

This PET AGREEMENT between **Laredo Municipal Housing** (hereinafter referred to as “**LMH**”) and _____(hereinafter **Lessee**) is attached as an addendum and made a part of the Lease Contract dated _____, for the Property located at _____,

B. PET AUTHORIZATION

1) **Pet Policy.** No more than a maximum of two (2) pets are permitted to be kept in any dwelling unit. Allowable pets are limited to those that have been identified in a duly executed Pet Agreement and whose mature growth does not exceed 18 inches in height or weigh more than 30 pounds. Dogs and Cats must have the proper inoculations, licenses and chips required by law. Vaccines must be up to date and be given by a licensed veterinarian certified to practice in the State of Texas. Written proof of vaccinations for each pet must be provided to LMH before pet(s) may be kept in the dwelling unit. No dog or cat that has previously demonstrated any threatening behavior or that has been designated as dangerous by the Director of the Laredo Animal Care Services Department is permitted. One fish tank limited in size to 5 gallons or less is allowed on the premises and will count as one pet. No other type of pet, including but not limited to, any mammal, reptile, bird, rodent, or insect, may be brought by any person into the dwelling unit.

2) **Limited Consent.** Lessee may keep only the pet(s) described below in the dwelling unit until the Lease Contract expires or is otherwise lawfully terminated. The pet(s) described below may not be substituted any other animal unless express written authorization has been first obtained to by LMH. A picture of each pet permitted shall be taken within thirty (30) days of the signing of this Pet Agreement and kept on file. LMH reserves the right to terminate its consent at any time upon a reasonable belief that there has been a violation of any of the terms in the Lease Contract or this Pet Agreement.

3) **Description of Pets.** LMH agrees to allow Lessee to keep the following pet(s) at the dwelling unit:

PET 1:

NAME: _____
TYPE: _____
COLOR: _____
GENDER: _____
AGE: _____
WEIGHT: _____
CHIP/LIC.NO.: _____
PET OWNER: _____

PET 2:

NAME: _____
TYPE: _____
COLOR: _____
GENDER: _____
AGE: _____
WEIGHT: _____
CHIP/LIC.NO.: _____
PET OWNER: _____

C. CONSIDERATION

In consideration of LMH giving its consent to Lessee to keep the pet(s) described in paragraph B (3) above at the dwelling unit, Lessee agrees to comply with the following:

- 1) **Rules.** Strictly adhere to the pet rules outlined in Section (D) below, as well as with the terms and provisions of the Lease Contract and this Pet Agreement.
- 2) **Pet Deposit.** Pay a **\$100.00 Non-Refundable** pet deposit that is immediately due and payable upon the signing of this Pet Agreement. This pet deposit is in addition to the standard security deposit required for the dwelling unit and shall not be returned before the lease ends, even if the pet(s) have been removed. Lessee acknowledges that the pet deposit does not limit Lessee's liability for property damages, cleaning, deodorizations, exterminating, replacements, or personal injury.
- 3) **Moving Fees.** Upon expiration or termination of the Lease Contract and irrespective of when this Pet Agreement was executed, be financially responsible for the costs of the following services to be arranged by LMH for the protection of future residents from possible health hazards at the dwelling unit: exterminating; deodorizing; and shampooing.
- 4) **Pet Control.** At all times, keep the pet(s) in accordance with the applicable requirements of Chapter 6 of the Laredo Code of Ordinances, attached hereto for your reference, to include requirements related to immunizations, registration, nuisance, microchips, keeping practices and pets must be spayed and/or neutered. Every person keeping any dog or cat immunized against rabies, shall procure a written vaccination certificate from the veterinarian administering the vaccine, giving accurate description of the dog or cat, date of immunization, the name and address of the owner of the dog or cat, and the vaccination metal tag number, such vaccination metal tag to be affixed to the collar of such dog or cat. Lessee, or any person in possession of a dog or cat, shall immediately exhibit such vaccination certificate upon request by LMH or its authorized agent.

D. PET RULES

Lessee shall be responsible for the pet(s) at all times and agrees to abide by the following pet rules which may be amended by LMH as necessary:

- 1) The animal must not disturb the neighbors or other residents.
- 2) Service animals must be housebroken.
- 3) No breeding or selling allowed.
- 4) Animals can only be contained within a fenced area.
- 5) When a work order is requested, animal must be properly and safely secured so that LMH staff can enter the work premise and safely do their work.

- 6) Pet(s), other than support animals, are not permitted into offices, other dwelling units, or in other facilities of LMH property.
- 7) Pet(s) must be fed and watered. Lessee must maintain the yard in a clean manner and properly dispose of animal droppings on a daily basis.
- 8) Pet(s) may not be brought inside the unit. Do not leave animal food or water outside the dwelling unit at any time, except in fenced yards for your pet's exclusive use.
- 9) Pet(s) must be kept on a leash and under your supervision when outside the dwelling or any private fenced area. Any animals found outside the dwelling area or on the street will be reported to the Health Department's Animal Control Unit in order for the animal(s) to be picked up at your own expense.
- 10) Lessee is prohibited from letting an animal defecate or urinate in any area of the LMH complex other than Lessee's own yard.
- 11) **TENANTS OF NOISE ABATEMENT PROPERTIES: IF YOU HAVE AN AUTHORIZED PET ON YOUR LEASED PREMISES, YOU MUST, AT YOUR EXPENSE, INSTALL A FENCE APPROVED BY LMH AROUND THE AREA DESIGNATED BY LMH MANAGEMENT. When vacating the unit, fence will not be removed without authorization from LMH management. In addition, if removal of the fence is authorized, all holes must be properly filled with dirt. Inspection by LMH will be necessary when fence is removed. If not properly removed, and holes not properly filled with dirt, a fee will be assessed to your account.**

E. DEFAULT

Each resident who signed the Lease Contract shall be required to sign this Pet Agreement. Lessee, all residents, and all guests of the dwelling unit shall be required to comply with the pet rules and provisions contained herein. Should any rule or provision of this Pet Agreement be violated, Lessee, upon written notice from LMH or LMH's representative, shall immediately (within forty eight (48) hours) and permanently remove the pet(s) from the dwelling unit. LMH shall have all other rights and remedies allowed by law, including damages, eviction and/or attorney's fees.

F. COMPLAINTS

Lessee agrees to immediately and permanently remove the pet(s) from the premises should LMH's Executive Director receive a reasonable complaint about the pet(s) from a neighbor or other resident, and it will be within the sole discretion of LMH's Executive Director to determine if the pet(s) have disturbed the rights, comforts, or conveniences of neighbors or other Residents.

G. ACCESS

- 1) **Lessee's Responsibility.** Lessee must remove or confine any pet at any time that the pet is likely to limit or prohibit access by LMH or any third part as permitted under the Lease Contract and Pet Agreement.
- 2) **Work Orders Requested by Lessee.** Lessee understands and agrees that LMH will not be responsible for the performance of a requested repair if LMH staff finds that an animal is not properly secured or has a reasonable belief that it is dangerous to enter the premises, whether outside or inside. In this event, Lessee further acknowledges to be liable for a \$25.00 penalty fee per visit, regardless as to whether or not the work order is fulfilled.
- 3) **Removal of Pet.** In those circumstances whereby LMH must enter the dwelling unit without advance notice to Lessee, Lessee understands and agrees that it may become necessary to have the pet(s) removed by a humane society or other local authority. In this event, LMH shall leave Lessee written notice at the dwelling in a conspicuous place with information on the date/time of removal, the basis for removal, and retrieval of the pet(s).

H. LIABILITY AND INDEMNIFICATION

Lessee shall be liable for any and all damage or injury whatsoever caused by the pet(s) and shall pay LMH or LMH's agents immediately, upon demand, for any and all costs incurred by LMH as a result of damage or injury caused by the pet(s). **Lessee further agrees to indemnify, hold harmless, and defend LMH and all of LMH's agents and employees against all liability, judgments, expense (including attorney's fees), or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by the pet(s).**

I. GENERAL.

- 1) **Waiver of Fees.** In addition to the pet fees required under this Pet Agreement, a waiver of a portion or all of the registration, vaccination and permit fees required by Section 6-119 of the City Code may be waived on a case by case basis in the discretion of the City Manager for adoption and special events or circumstances.
- 2) **Amendments to Agreement.** The terms of this Pet Agreement made part of the Lease Contract as an addendum may be modified from time to time by LMH provided LMH gives a minimum thirty (30) day written notice to Lessee. A copy of such notice shall be either hand-delivered or mailed to Tenant and posted at the Management Office located at 559-B Poplar in Laredo, Webb County, Texas. No changes herein shall be made except in writing. However, nothing shall preclude LMH from modifying this Agreement taking into account revised provisions of law or government action.

**THIS IS A BINDING LEGAL DOCUMENT.
PLEASE READ CAREFULLY BEFORE SIGNING**

FOR LESSEE(S)
(ALL AUTHORIZED RESIDENTS MUST SIGN)

BY: _____

Date: _____

Printed Name: _____

BY: _____

Date: _____

Printed Name: _____

FOR LAREDO MUNICIPAL HOUSING

BY: _____

Date: _____

HUMBERTO DELGADO
MUNICIPAL HOUSING MANAGER

Exhibit A
(Lease Agreement)

Exhibit B
Picture of Pet(s)

Exhibit C
Immunization record(s)

Exhibit D
Chapter 6, Laredo Code of Ordinances