

Highland Park Club Apartments

Gardens at Negley, a Pennsylvania Limited Liability Partnership, ("LANDLORD")

1001 North Negley Avenue
Pittsburgh, Pennsylvania 15206
412-361-8290
ilovehpca@gmail.com

PET AGREEMENT

This agreement is attached to and made a part of the LEASE dated _____.

HAVING A PET IS A PRIVILEGE AND NOT A RIGHT UNDER THIS AGREEMENT WHICH LANDLORD CAN REVOKE AT ANY TIME IN LANDLORDS SOLE DISCRETION.

Tenants desire to keep the following described pet (Mark N/A if you do not have or plan to have any pets):

Type (Dog, Cat, Bird, Hamster, etc..) : _____
Size and Breed: _____

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In the dwelling they occupy under the LEASE referred to above. TENANT shall submit this Pet Application along with a NON-REFUNDABLE FEE of TWO HUNDRED FIFTY DOLLARS (\$250.00) per pet. Caged animals will be charged a NON-REFUNDABLE FEE of ONE HUNDRED DOLLARS (\$100.00) per pet. LANDLORD may agree to this Agreement in its sole discretion. If signed by LANDLORD, in exchange for being permitted to keep this pet, subject to this Agreement, TENANTS agree to the following TERMS in exchange for their permission:

1. TENANTS agree to keep their pet under control at all times
2. At no time, shall there be more than two pets in any apartment and dogs must weigh no more than TWENTY-FIVE (25) pounds
3. If at any time the dog exceeds a weight of TWENTY-FIVE (25) pounds, TENANT shall be deemed in violation of this Agreement and LANDLORD may terminate this Agreement upon notice to TENANT
4. Aggressive dogs OR aggressive dog breeds (full or partial) like Pit Bulls are not permitted on property.
5. TENANTS agree to keep their pet restrained, but not tethered, when it is outside their dwelling
6. TENANTS agree to adhere to local ordinances, including leash and licensing requirements
7. TENANTS agree not to leave their pet unattended for unreasonable periods of time
8. Due to noise, TENANTS are encouraged not to get a puppy (0-9 months) unless TENANT stays at home most of the day to care for puppy.
9. TENANTS agree to clean up after their pet and to dispose of their pets waste properly and quickly. **Pet waste shall not be disposed in the laundry room or mail box trash cans.**
10. TENANTS agree not to leave food or water for their pet, or any other animal, outside their dwelling where it may attract other animals

____INITIAL ____INITIAL

11. TENANTS agree not to leave food out for their pet throughout all hours of the day. Leaving food out attracts pests. Pet food must be sealed during storage. If the apartment/building has to be treated for pests, LANDLORD may hold TENANT responsible for the costs.
12. TENANTS agree to keep their pet from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others, and will remedy immediately any complaints made through the Management or authorities
13. TENANT certified to LANDLORD that the pet has no history of causing physical harm to person, aggressive or vicious behavior, or making sounds likely to be disturbing to others.
14. TENANTS agree to provide their pet with an identification tag
15. TENANTS shall be liable for any damage or injury whatsoever caused by the pet and shall pay LANDLORD; LANDLORDS agents; or employees, immediately upon demand, for any and all costs incurred by LANDLORD as a result of damage or injury caused by the pet. TENANTS agree that the security deposit called for under this agreement may or may not cover these damages, and that TENANTS shall be responsible for any and all damages in excess of security deposit.
16. TENANTS agree that this Agreement applies only to the specific pet described above and that no other pet may be substituted. Tenants agree to furnish the owners with a picture of their pet.
17. TENANTS accept full responsibility for their pet and further agrees to:
 - a. Take all measures necessary to insure that people in and around the premises are not harmed or disturbed by their pet
 - b. Pay for all damages or extra wear and tear that may result from keeping such pet
 - c. Dispose of waste and litter in properly sealed plastic bags
 - d. Maintain all outdoor pet (applies if pet is sometimes outdoors on the grounds) on a flea control program and pay for flea eradication of entire building, including basement, should flea infestation occur
 - e. Have pet neutered at earliest possible time if pet is not already neutered
18. Only the specific pet identified above are permitted on premises. This permission cannot be extended, without the prior written consent of the LANDLORD, to any other pets including visiting or temporary pets
19. Should TENANT violate any provision of this Agreement, LANDLORD shall give TENANT written notice of the problem and allow five days for TENANT to rectify the problem to the satisfaction of the LANDLORD or ten days in which to remove the pet permanently from the premises.
20. Even if TENANT is not in default of its obligations under this Agreement, LANDLORD may terminate permission allowing TENANT to keep a pet for any reason in its sole discretion in which event TENANT shall have SIXTY (60) days to remove the pet from the apartment. Failure to remove the pet shall be deemed a default of TENANTS obligations under the LEASE and at LANDLORDS discretion, the LEASE shall be terminated.
21. TENANTS agree to indemnify, hold harmless, and defend LANDLORDS and all of LANDLORDS 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 TENANTS pet and shall hold LANDLORD free from all claims for damages and all additional expenses, including legal expenses, that may arise as a result of granting TENANTS request to house pet.
22. All dogs, including emotional support animals (ESA), must be brought into the office in person for pre-approval to ensure dog is not aggressive to people or other dogs. Furthermore, after visual inspection, if LANDLORD suspects TENANT'S dog might be an aggressive breed LANDLORD will request TENANT to provide an affidavit from a veterinarian certifying that the dog is NOT partially or fully bred with any aggressive breed. Non- ESA dogs may also be asked for proof that their pet is under the 25lb weight limit.
23. If your pet is an Emotional Support Animal (ESA), the ESA letter must include the following:
 - Letter must be written by a local mental health professional
 - Official Medical Professional's Letterhead
 - Description of ESA animal (Name, Type of animal, Breed, Color, Approximate Weight, Microchip # or Animal Immunization ID)

- Date letter was issued (Issue date must be within one year of application and lease renewal)
- Name, Signature, and Active License # of mental health professional
- Statement certifying that TENANT has a mental health disability listed in the Diagnostic and Statistical Manual of Mental Disorders (specific condition does not have to be mentioned) and is under their care.
- Statement certifying that the identified ESA pet is necessary for TENANT's mental/emotional disability.
- Contact phone number for the mental health care professional (will be used verify letter's authenticity)

24. TENANT understands and accepts that this addendum shall become an integral part of the LEASE and that any violation or misrepresentation herein is also a violation of the LEASE.

TENANT Signature and Date

TENANT Signature and Date

LANDLORD Signature and Date