

Pet Addendum to Rental Agreement

This Pet Addendum (this "Addendum") is an amendment to the Rental Agreement dated December 15, 2017 by and between Elizabeth E Goodwyn ("Landlord") and Olivia E Donovan ("Tenant") for the premises located at 4340 Tori Lane, Salt Lake City, UT, 84116 (the "Premises").

1. Landlord agrees Tenant is permitted to keep the following pet(s) ("Tenant's Pet") on the Premises in accordance with this Addendum and Tenant agrees to abide by this Addendum. No other pets are allowed on the Premises without the prior consent of the Landlord. A service animal is not considered a pet.

Pet Type: Dog
Name: Iggy
Breed: French Bulldog
Color: Black & white
Gender: Male
Age: 2
Weight: 11
License Number: N/A

2. Tenant agrees to the following terms:

- a. Tenant shall be responsible for Tenant's Pet at all times.
- b. Tenant will take all reasonable action to not allow Tenant's Pet from creating a nuisance, annoyance and disturbance to the other tenants and neighbors.
- c. Tenant's Pet will be kept in appropriate areas within the Premises and will not be left unattended for an undue amount of time.
- d. Tenant's Pet will be under the full control of Tenant at all times and is allowed outside the Premises only if contained in a fenced in area or restrained on a leash or in a pet carrier.
- e. Tenant will clean up and properly dispose of all pet waste inside and outside the Premises including any and all common areas.
- f. Tenant will comply with all applicable community association rules, statutes, local ordinances, rules and regulations.

3. Tenant shall be liable for any damage, loss or injury caused by Tenant's Pet. Tenant will pay all costs to repair, clean or replace any damage to the Premises including but not limited to carpets, floors, tiles, walls, doors, screens, windows, blinds, drapes, cabinets, landscaping and fences.

4. Tenant will not pay a pet fee in addition to other fees required by the Rental Agreement.

5. Tenant will pay a pet deposit in the amount of \$50.00 USD in addition to the security deposit required by the Rental Agreement. The pet deposit will be

refunded at the end of the Rental term even if Tenant's Pet is removed prior to the end of the term.

6. Tenant will not pay pet rent in addition to the rent required by the Rental Agreement.

7. Tenant will maintain renters insurance that includes damage and liability coverage for pets for any property damage or bodily injury caused by the acts of Tenant's Pet. The insurance must have a minimum coverage of \$200.00 USD. The insurance must name Elizabeth E Goodwyn as an additional insured. Tenant is required to maintain this renters insurance for the entire length of the Rental term. Landlord may request proof of renters insurance at any time.

8. Tenant shall indemnify, hold harmless and defend Landlord against any and all liabilities, judgments, actions, suits, costs, expenses, losses or claims by third parties for injury to a person or damage to property caused by Tenant's Pet.

9. Tenant agrees to remove Tenant's Pet immediately and permanently upon Landlord's written demand if Landlord determines Tenant has violated any provision in this Addendum.

Except as set forth in this Addendum, all other terms and conditions of the Rental Agreement remain unchanged and shall continue in full force and effect.

SIGNATURES

Landlord

Date

Tenant

Date

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GENERAL INSTRUCTIONS

WHAT IS A PET ADDENDUM?

A Pet Agreement or Pet Addendum to a Lease or Rental Agreement is a legal and binding contract between two parties, a landlord and the tenant. Often times, the original Lease and Rental Agreement did not allow pets or was silent about whether pets are allowed.

The Pet Addendum is usually “added” to an existing Lease or Rental Agreement through an addendum or amendment and becomes a part of the original legally binding contract between the Landlord and Tenant.

WHY IS IT NEEDED?

People often need a Pet Addendum when they want to update their existing Lease or Rental Agreement. The Landlord and Tenant may have originally agreed that to a no pet policy, but now both parties have changed their mind.

The Pet Addendum documents this change to the original Lease or Rental Agreement and spells out the different rights and responsibilities of having a pet on the Premises.

WHAT SHOULD BE INCLUDED?

A simple Pet Addendum will identify the following basic elements:

Date: refer to the original Lease or Rental Agreement that is being amended or changed

Premises: identify the place being rented where the pet will be allowed to stay

Landlord: name of the person who owns the Premises

Tenant: name of the renter who will also be the Pet Owner

Pet: name, type, breed, color, gender, age, and weight of the Tenant’s Pet

Pet Fee: the Landlord may charge a one time non-refundable fee to have a pet

Pet Damage Deposit: money that will be returned if the pet causes no damages

Pet Rent: additional rent regularly paid to have a pet due to increased wear and tear

Signatures: both the Landlord and Tenant should sign the Pet Addendum to be binding

WHO NEEDS A PET ADDENDUM?

A Landlord has the right to say no to pets, but there are several reasons why a Landlord might want to say yes.

Tenants with pets are more likely to do the following:

- Stay longer because there are less rental properties that allow pets, allowing Landlords to reduce turnover and avoid the hassle of finding new tenants more frequently.
- Be more responsible since a person who has the compassion and discipline to take care of an animal and walk their dog every morning may be more likely to pay on time.
- Pay more, perhaps even above market rates, for a pet friendly place with understanding neighbors and a supportive community that knows how to help each other with pets.

If the Landlord allows a pet, both parties would benefit from a written Pet Agreement or Addendum that clearly details what is expected now that the pet has moved in.