



PET AND BREED SPECIFIC LEASE ADDENDUM

(This agreement does not apply to service or assistance animals.)

This addendum is hereby made a part of the Lease by and between the Owner, Landlord, Agent and the Tenant(s) located at 2040 W Wisconsin Avenue Milwaukee, Wisconsin 53233. Tenant agrees to pay an additional non-refundable fee in the amount of \$250.00 for animals covered under this Addendum. In addition, Tenant agrees to pay an additional monthly pet rent of \$25.00 throughout the term of the Lease. The non-refundable fee and first month's pet rent must be paid upon approval of this agreement. Failure to pay the pet fee or pet rent for 2 consecutive months may result in the revocation of this Addendum.

Upon signing this Addendum, the Tenant agrees to the following conditions and restrictions for the housing of no more than one (1) pet, either dog, cat, or other allowed animal, within this community. The animal identified in this agreement is authorized to occupy these premises, specifically the apartment leased and common areas of the property. No additional animals are allowed under this agreement. If a Tenant acquires an animal (other than a service animal) during the rent term, Tenant must get prior approval from Management. If prior approval is not received, the Tenant may incur an unregistered pet fine as explained in this Addendum.

ANIMAL RESTRICTIONS:

The Tenant agrees that if registering a dog, the weight of the animal at full maturity **must not exceed sixty (60) pounds**, the dog must be at least 12 months old at time of registration.

The Tenant agrees that if registering a cat, the weight of the animal **must not exceed sixty (60) pounds** at full maturity and must be at least 12 months old at time of registration.. There are no restricted breeds of cats.

The following are allowed without a pet fee or pet rent, but Tenant must comply with all rules included below and other applicable rules and restrictions included in this agreement:

- a. Small domestic rodents (hamsters, guinea pigs, rats, mice, etc.) must be housed in a steel or appropriately secure cage.
- b. Lizards, crustaceans, and amphibians must be smaller than two (2) feet in length at maturity using snout to tail method of measurement, must not be of a poisonous variety, and must be kept in an appropriate terrarium with secure top.
- c. Turtles are permitted but must be smaller than six (6) inches at maturity and must be kept in an appropriate terrarium with secure top.
- d. Small birds (canary, parakeet, cockatiel, etc.) must be housed in an appropriate cage with secure door and avian noise will be subject to the complaint policy outlined herein.
- e. Small fish aquariums must not exceed 10-gallon capacity. (Oversized tanks greater than 10 gallons require a pet fee and proof of Renter's Insurance.) All fish and aquatic life must not be of a poisonous variety.

The following animals are not permitted: snakes, ferrets, squirrels, skunks, foxes, monkeys, large parrots, pigs, chickens, or any other farm animal, including but not limited to goats, rabbits, and sheep, spiders and other insects, exotic animals, or any animal born in the wild.

\$500.00 fine will be assessed for bringing an unauthorized animal on the property. This includes animals of guests or unauthorized occupants, or temporary stays or visitation including pet sitting and fostering.

The Tenant is aware of all additional pet fees, fines, and rents as defined in the Lease and this Addendum and accepts responsibility for payment of the same. The Tenant fully understands and agrees that should the animal become aggressive, annoying, bothersome, or in any way a nuisance to other Tenants, or to the apartment operation, the Tenant will immediately, upon written notice from the Agent, remove the animal from the premises or vacate the apartment. **Description of the animal authorized under this agreement (photo attached), evidence such as necessary vaccinations from animal services or an authorized veterinarian, and proof of registration and licensing with the City of Milwaukee must be provided to Management prior to bringing any animal on the property:**

DESCRIPTION OF ANIMAL:

Animal's Name: _____

Type: _____ Color: _____

Breed: _____

Weight: _____ Age: _____

City of Milwaukee License No.: _____

Date of last rabies shot: _____

The following vaccinations are also required, in addition to Rabies:

- a. **Dogs:** Distemper, Parvo, Leptospirosis, and Bordetella
- b. **Cats:** Distemper, Feline Calicivirus, Herpes and Leukemia Virus

We require that any combination immunizations be itemized and documented by your pet's veterinarian.

EMERGENCY INFORMATION FOR ANIMAL:

Veterinarian: _____

Address: _____

City/State/Zip: _____

Phone: _____

ANIMAL RULES: Tenant is responsible for the animal's actions at all times in the same manner as a guest. Tenant agrees to abide by the following rules and accepts liability for damage to the premises caused by the animal.

- a) The animal may not reside at The Marq in any apartment but that of the registered Tenant.
- b) The animal may not visit or enter another apartment at The Marq.
- c) The animal must not damage any property belonging to the Landlord or others.
- d) The animal must always be kept under control and must be on a leash or in a carrier, but not tethered, when outside of the Apartment Unit. The animal must not threaten any physical harm to anyone or exhibit aggressive behavior.
- e) The animal must always wear the appropriate local rabies tag and a tag bearing the owner's name and phone number. All licenses and tags must be kept current.
- f) Tenant must control flea infestation and must exterminate if necessary, and upon demand, in all areas affected at Tenant's sole cost.
- g) The animal must not disturb the neighbors or other Tenants, regardless of whether the animal is inside or outside the Apartment Unit.
- h) Dogs and cats must be housebroken. All other animals must be always caged when not under direct Tenant supervision. No animal offspring are allowed. Inside, the animal may urinate or defecate only in a litter box with kitty-type litter mix.
- i) Tenant agrees to immediately pick-up and properly dispose of animal defecation on and around property.
- j) Tenant shall not tie animal to any fixed object anywhere outside the Apartment Unit. Animal shall not be left on a balcony or terrace unattended at any time. Animal shall not be left in the Apartment Unit unattended for unreasonably long periods of time.
- k) Tenant must transport a pet in a carrier or control a pet on a leash in the hallways to and from the Apartment Unit and in the passenger elevators. Tenant shall determine that there is no objection before bringing an animal into an occupied passenger elevator.
- l) Any animal other than service/assistance animals are not permitted in laundry-rooms, study rooms, offices, or clubhouses.
- m) The courtyard turf is off-limits to animals and may result in a specific \$250 fine for waste removal or damage to the turf related to use (estimation of conditioning and repair to turf).
- n) In addition to the policies outlined in this Addendum, the following regulations apply to park use.
 - a. Tenants are legally responsible for the behavior of their pet at all times.
 - b. All pets must be under Tenant's control at all times.
 - c. No spike or pinch (prong) collars are permitted.
 - d. The Owner, Landlord and Agent are not responsible for any incidents that happen including injury, escaped animals, or issues between Tenant(s)/dog(s).

VIOLATION OF RULES: In addition to the specific fines mentioned above, if Tenant, Tenant's guests, or any occupant violates any other rule or provision of this agreement, Tenant will receive a fine of \$25.00 per violation/occurrence. If three (3) or more violations are documented or reported to management, management may revoke pet addendum. Additional and recurring violations may result in additional violation fines or other lease action, including but not limited to meeting with the Agent and permanent removal of the animal. If the Agent gives you written notice, Tenant must permanently remove the animal from the premises within forty-eight (48) hours of receiving written notice from the Agent. Agent also has all other rights and remedies set forth in the Lease, including damages, eviction, and attorney's fees, to the extent awarded by a court.

COMPLAINTS ABOUT ANIMALS: Tenants must immediately and permanently remove the animal from the premises if Agent receives reasonable complaints from neighbors or other Tenants, which constitute a pattern of disturbance to the community or if Agent has observed and documented such behaviors creating

disturbances in the community.

OUR REMOVAL OF ANIMALS: In some circumstances, Agent may enter the Apartment Unit and remove the animal with at least 24 hours' notice, left in a conspicuous place. Agent can do this if, in Agent's sole judgment, Tenant has:

- abandoned the animal.
- left the animal in the Apartment Unit for an extended period without food or water.
- failed to care for a sick animal.
- Repeated violation of Agent's animal rules.
- let the animal repeatedly defecate or urinate where it is not supposed to.

LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.: Owner will be liable for the entire amount of all damages caused by the animal, including, but not limited to, all cleaning, sanitizing, exterminating, and deodorizing. This provision applies to all parts of the Apartment Unit including, but not limited to, floors, carpet, flooring, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, paint and fixtures, as well as landscaping and other outdoor improvements. If items cannot be satisfactorily cleaned or repaired, Tenant must pay Landlord to replace them completely. Payment for damages, repairs, cleaning, replacements, or other charges are due immediately upon demand.

As owner of the animal, Tenant is strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. Tenant will indemnify Landlord for all costs of litigation and attorney's fees resulting from any such damage/claims.

It is expressly understood that the Tenant shall make restitution immediately and separately from the pet fee or pet rent.

MOVE-OUT: When Tenant moves out, if any repairs or cleanings are required beyond normal procedure, Tenant agrees to pay for necessary services, in Agent's sole discretion. Agent, not Tenant, will arrange for these services. Standard move-out cleaning for an apartment with an animal includes deodorizing and pet cleaning, which are covered by Tenant's non-refundable pet fee. The pet fee does not cover any damage done by animal (or Tenant) to the apartment unit beyond normal wear and tear.

MULTIPLE TENANTS: Each Tenant who signed the Lease must sign this agreement. **Tenant, Tenant's guests, and any occupants must follow all animal rules and bear responsibility for any violations thereof.**

GENERAL: Tenant acknowledges that no other oral or written agreement exists regarding animals. Except for special provisions noted above, Agent has no authority to modify this agreement or the animal rules and restrictions except in writing. Tenant is required to complete a pet addendum annually as an extension of the lease including proof of vaccinations and city license records to comply with pet addendum expectations. If, at any time during the lease term, a new Tenant moves into the apartment, that new Tenant must sign a new agreement along with all current Tenants, agreeing to all terms and conditions.

By signing below here, I agree to all the terms and conditions as it is written on the **PET AND BREED SPECIFIC LEASE ADDENDUM.**

TENANT(S):

Owner: _____	_____	_____
(Print Name)	(Tenant Signature)	(Date)
By: _____	_____	_____
(Print Name)	(Tenant Signature)	(Date)
By: _____	_____	_____
(Print Name)	(Tenant Signature)	(Date)
By: _____	_____	_____
(Print Name)	(Tenant Signature)	(Date)
The Marq at Marquette University:		
AGENT:		
By: _____	_____	_____
(Print Name)	(Agent Signature)	(Date)