ANIMAL AND BREED SPECIFIC RENTAL AGREEMENT ADDENDUM
(This agreement does not apply to service or assistance animals)

This addendum is hereby made a part of the rental agreement by and between the Owner, Landlord, 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 Lease. In addition, Tenant agrees to pay an additional monthly pet rent of $25.00. The non-refundable fee and first month’s pet rent must be paid upon approval of this agreement. Failure to pay any pet fee or pet rent may result in the revocation of this agreement.

Upon signing the agreement, 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 agreement.

ANIMAL RESTRICTIONS:

The Tenant agrees that if registering a dog, the weight of the animal must not exceed sixty (60) pounds at full maturity, and must be at least one year old and that the animal is not one of the RESTRICTED BREEDS listed below. The foregoing applies to both purebred and mixed breed dogs. For purposes of this policy, aggressive or potentially aggressive breeds of dogs are listed below and constitute the Restricted Breed list for the community. No dogs of the following breeds or a mix of any of the following breeds are permitted:

- Pit Bull (a.k.a. Staffordshire Terrier or Bull Terrier);
- German Shepherd;
- Malamute;
- Doberman Pinscher;
- Rottweiler;
- Chow Chow;
- Husky;
- Wolf hybrids

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 one year old. There are no restricted breeds of cats.

The following are allowed without a fee, 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 appropriate 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, 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 any and all additional pet fees, fines, and rents as defined in the rental lease and this agreement and accepts responsibility for payment of the same. The Tenant fully understands and agrees that should the animal become 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 Landlord, 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

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 must not damage any property belonging to the Landlord or others. The animal must be always kept under control and must be restrained, but not tethered, when outside of the Apartment Unit. The animal must not threaten any physical harm to anyone.
c) The animal must 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.
d) Tenant must control flea infestation and must exterminate if necessary, and upon demand, in any and all areas affected at Tenant’s sole cost.
e) The animal must not disturb the neighbors or other Tenants, regardless of whether the animal is inside or outside the Apartment Unit.
f) Dogs and cats must be housebroken. All other animals must be caged at all times 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 mix.
g) Tenant agrees to immediately pick-up and properly dispose of animal defecation on and around property.
h) 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.
i) Tenant shall hold/carry animal 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.
j) Any animal other than service/assistance animals are not permitted in swimming-pool areas, laundry-rooms, offices, or clubhouses.
k) The courtyard turf is off-limits to animals, other than service animals, and may result in a specific $250 fine for any waste removal or damage to the turf related to use (estimation of conditioning and repair to turf).
l) Use of the provided dog park is for Tenant use only. In addition to the policies outlined in this Addendum, the following regulations apply to park use.
   a. Tenants acknowledge that use of the park is at their own risk.
   b. Tenants are legally responsible for the behavior of their dog at all times.
   c. All dogs must be under Tenant’s control at all times.
   d. Rawhide toys, chews, or food are not permissible inside the park.
   e. No spike or pinch (prong) collars are permitted.
   f. Young puppies or fearful dogs are discouraged from using the park.
   g. Any dogs or owners creating problems must leave the park when asked.
   h. Management is not responsible for any incidents that happen at the dog park 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. Additional and recurring violations may result in other lease action, including but not limited to management and permanent removal of the animal. If Landlord gives you written notice, Tenant must permanently remove the animal from the premises within forty-eight (48) hours of receiving written notice from the Landlord. Landlord 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 Landlord receives reasonable complaints from neighbors or other Tenants, which constitute a pattern of disturbance to the community or if Landlord has observed and documented such behaviors creating disturbances in the community.

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

- abandoned the animal.
- left the animal in the Apartment Unit for an extended period of time without food or water.
- failed to care for a sick animal.
- violated Landlord’s animal rules.
- let the animal defecate or urinate where it is not supposed to.

LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.: Tenants will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, 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, 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 Landlord’s sole discretion. Landlord, 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. Each Tenant is jointly and severally liable for damages and all other obligations set forth in this agreement even if the Tenant does not own the animal.

GENERAL: Tenant acknowledges that no other oral or written agreement exists regarding animals. Except for special provisions noted above, Landlord’s representative 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 rental agreement 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 ANIMAL AND BREED SPECIFIC RENTAL AGREEMENT ADDENDUM.

TENANT(S):

Owner: ___________________________ (Tenant Signature) ___________________________ (Date)
By: ___________________________ (Tenant Signature) ___________________________ (Date)

By: ___________________________ (Tenant Signature) ___________________________ (Date)

By: ___________________________ (Tenant Signature) ___________________________ (Date)

By: ___________________________ (Tenant Signature) ___________________________ (Date)

The Marq at Marquette University:

LANDLORD:

By: ___________________________ (Landlord Signature) ___________________________ (Date)