



AT MARQUETTE UNIVERSITY

**ANIMAL AND BREED SPECIFIC RENTAL AGREEMENT ADDENDUM**

(Rent, deposit, fee, breed, and size restrictions do not apply to service 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 pets covered under this Lease. In addition, Tenant agrees to pay an additional monthly fee of \$25.00 per pet. Service animals are permitted in accordance with Wisconsin and federal laws. Tenants wishing to bring assistance animals must properly register the animal(s) in compliance with this addendum and other applicable Marquette policies, and must notify Management prior to introducing the animal to the residence.

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(s) or cat(s), within this community. The animal(s) identified below are authorized to occupy these premises. No additional animals are allowed under this agreement. If a Tenant acquires animal during the rent term, Tenant must get prior approval from Management; pay the additional deposit and the additional rent (if applicable).

**PET RESTRICTIONS:**

The Tenant agrees that the combined weight of the pet(s) **does not exceed sixty (60) pounds** at full maturity and that the pet(s) is not one of the **RESTRICTED BREEDS**. 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 following are allowed without a fee but must comply with all rules included below and other applicable rules and restrictions included in this Animal Addendum:

- 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 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** assessment for bringing an unauthorized animal on the property. This includes animals of guests or unauthorized occupants, or temporary animals.

The Tenant is aware of any and all additional pet fees and rents as defined in the rental 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 Management, remove the animal from the premises or vacate the apartment. Tenant agrees to immediately pick-up and properly dispose of animal defecation. Fines of \$25.00/occurrence will be imposed if the Tenant does not abide by this agreement. Description of the animal(s) 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 City of Milwaukee must be provided to Management prior to bringing any animal on the property:

**DESCRIPTION OF ANIMAL(S):**

Animal's Name: \_\_\_\_\_

Type: \_\_\_\_\_ Color: \_\_\_\_\_

Breed: \_\_\_\_\_

Weight: \_\_\_\_\_ Age: \_\_\_\_\_

City of License: \_\_\_\_\_

License No.: \_\_\_\_\_

Date of last rabies shot: \_\_\_\_\_

**EMERGENCY INFORMATION FOR PET:**

Veterinarian: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

**ANIMAL RULES: Tenant is responsible for the animal's actions at all times. Tenant agrees to abide by the following rules.**

- a) The animal must not damage any property belonging to the Landlord or others. The animal must be kept under control at all times and must be restrained, but not tethered, when outside of the Apartment Unit. The animal must not threaten any physical harm to anyone.
- b) The following vaccinations are required.
  - a. Dogs: Rabies, Distemper, Parvo, Leptospirosis, and Bordetella
  - b. Cats: Rabies, Distemper, Feline Calicivirus, Herpes and Leukemia Virus
- 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, cats, and support animals 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 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.
- h) Tenant must 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.
- i) Any animal other than service/support animals are not permitted in swimming-pool areas, laundry-rooms, offices, or clubhouses.
- j) 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 should use the park at their own risk.
  - b. Tenants are legally responsible for the behavior of their dog(s) at all times.
  - c. All dogs should be under voice control.
  - d. Rawhide toys, chews, or food is 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).

**ASSISTANCE ANIMALS AND EMOTIONAL SUPPORT ANIMALS:** Any Tenant who requests to keep an Assistance Animal or Emotional Support Animal must complete the Assistance Animal Agreement. Tenant acknowledges and understands that Tenant is responsible for the actions of any Animal in the same manner and to the same extent Tenant is responsible for the actions of guests. Tenant who keeps an Animal shall accept liability for damage to the premises caused by the Animal. The Animal shall abide by the applicable terms of this Agreement and shall not disturb the quiet enjoyment and use of the property by other Tenants and/or their guests and invitees. A Landlord can deny a Tenant the ability to keep an Animal if:

- a) The Tenant is not disabled, does not have a disability-related need for the Animal, or fails to provide the necessary documentation;
- b) Allowing the Animal would impose an undue financial and administrative burden or would fundamentally alter the nature of services provided by the Landlord;
- c) The specific Animal poses a direct threat to a person's health or safety that cannot be reduced or eliminated by another reasonable accommodation;
- d) The specific Animal would cause substantial physical damage to a person's property that cannot be reduced or eliminated by another reasonable accommodation.

**VIOLATION OF RULES:** If Tenant, Tenant's guests or any occupant violates any rule or provision of the Animal Addendum (based upon Landlord's judgment) and 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 a reasonable complaint from a neighbor or other Tenant or if Landlord, in its sole discretion, determines that the animal has disturbed the neighbors or other Tenants.

**OUR REMOVAL OF ANIMALS:** In some circumstances, Landlord may enter the Apartment Unit and remove the animal with one (1) days' 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; or
- let the animal defecate or urinate where it is not supposed to.

**LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.:** Tenant will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, de-fleaing and deodorizing. This provision applies to all parts of the Apartment Unit, including floors, 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.

It is expressly understood that at no time shall the Tenant apply any part of the pet fee towards such amount due, but rather, the Tenant shall make restitution immediately and separately from the pet fee. It is further understood that restitution shall be made over and above any Additional Rent paid in accordance with this Animal Addendum.

**MOVE-OUT:** When Tenant moves out, if any repairs or cleanings are required beyond normal procedure, Tenant agrees to pay for necessary services. Landlord, not Tenant, will arrange for these services. Standard move-out cleaning for a pet apartment includes deodorizing and de-fleaing and these services are covered by Tenant's Pet Fee, but fee does not cover any damage done by pet (or Tenant) to the apartment unit beyond normal wear and tear.

**MULTIPLE TENANTS:** Each Tenant who signed the Lease must sign this Animal Addendum. **Tenant, Tenant's guests, and any occupants must follow all animal rules.** Each Tenant is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum 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 Animal Addendum or the animal rules and restrictions except in writing.

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: _____	_____	_____
(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:**

Landlord:

By: \_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Manager Signature)

\_\_\_\_\_  
(Date)