



Management Office

1016 Orchard Lane, Baldwin City, KS 66006
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RESIDENT ANIMAL POLICIES

Effective December 2019

Name: _____ **Description of Animal:** _____

Address: _____

Phone: _____

City License # _____

By my signature below I indicate my understanding and agreement to accept full responsibility for my animal by complying with all policies as stated in the attached Orchard Lane Leisure Living and Jersey Street Apartment Suites Animal Policies.

I also understand:

PREAPPROVAL BY MANAGEMENT IS REQUIRED **PRIOR** TO BRINGING ANY ANIMAL ONTO ORCHARD LANE OR JERSEY STREET PROPERTY. **FAILURE TO OBTAIN PRIOR APPROVAL WILL RESULT IN AN AUTOMATIC DENIAL &/OR NOTICE OF LEASE TERMINATION FOR NON-COMPLIANCE OF THE RENTAL AGREEMENT & RESIDENT POLICIES.**

The term “animal” as used in this document means pet/companion/service/therapy animal unless otherwise stated.

A city license must be purchased each year in January from Baldwin City and a copy of the city license must be provided to management not later than February 28th annually. If a copy of the license is not provided by that date, there will be a \$5.00 fee charged every month after the deadline. If compliance for this requirement is not met, tenant may receive a 14\30 notice from management requiring compliance within 14 days or tenant must vacate the premises by the 30th date from the date of the notice. New tenants are required to submit the copy of the license prior to move-in or the tenant may not be approved for move-in.

Appropriate notice of any violation may be given to tenant by management which includes a 14/30 Day Notice to Correct the problem or vacate, and the approval to keep an animal on the

premises may be revoked by management for any tenant who refuses to comply with the Animal Policies.

_____	_____
Tenant	Date
_____	_____
Manager	Date

Note: One addendum provided per household

TENANT’S STATEMENT OF UNDERSTANDING & AGREEMENT

_____ I UNDERSTAND this addendum is automatically renewed annually as an attachment to the Rental Agreement.

_____ I AGREE to renew the city license annually or as required as a prerequisite to owning and having my pet or service/companion animal on the premises.

_____ I AGREE to abide by all of the rules and policies regarding animals established by the landlord now and in the future.

_____ I UNDERSTAND that permission to keep my animal on the premises can be revoked by the landlord if I fail to comply with the rules and regulations or permit my animal to become a nuisance.

_____ I UNDERSTAND I may be requested to move to a designated area of the complex, for those residents with animals, should the landlord deem this necessary

ORCHARD LANE AND JERSEY STREET PET POLICIES

1. My animal will be approved in writing by the landlord prior to bringing into the household.
2. The only allowed animals are one (1) domesticated cat or one (1) domesticated dog meeting size requirements, or fish in an (1) aquarium no larger than 20 gallons. Aquariums must be sealed against leakage. Any water damage caused by leakage will be paid for by tenant. Prior approval of aquarium use must be obtained from management.
3. Maximum weight limit of cats or dogs is 35 pounds with a height limit of 16 inches at the withers. In the event an animal is overweight, the height limit will prevail. In the event an animal’s height and weight is borderline and cannot be visually determined within limits, the animal size shall be verified in writing by a veterinarian pre-approved by

management. *(Currently approved animals as of the date of this revision shall be grandfathered in until termination of the Rental Agreement or removal of the animal from the premises. If such animal is removed from the household, it shall not be readmitted at a later date if over the size limit.)*

4. Proof of annual city licensing will be provided to landlord prior to moving in, and each year upon renewal. I will provide proof of annual immunization shot records yearly.
5. I agree to abide by the city animal regulations along with the Rental Agreement and Resident Policies.
6. My animal is neutered or spayed, and I will provide written veterinary certification of such to the landlord prior to bringing the animal on the premises. *If the animal is too young tenant must agree to have it neutered or spayed when it reaches a suitable age.* No breeding, nor birth or care of litters is permitted on the premises.
7. No birds of any type or exotic animals are allowed. Excluded species include but are not limited to: aggressive breeds of dogs; exotic animals of any kind, i.e., snakes, reptiles, including but not limited to lizards, alligators/crocodiles, or any other exotic-type animals; equine animals, swine of any type; rodents; semi-aquatic mammals, Mustelidae, or any other unusual type of animal.
8. Visitors or guests are prohibited from bringing any unauthorized animals onto the grounds or into a unit without prior approval of manager. No animal sitting is permitted without prior written approval from the management for a specific time period.
9. The landlord may enter the apartment periodically with appropriate notice after tenant has signed this addendum to see that the animal and the apartment are being cared for in accordance with the policies of management. Should we find any damage to the apartment resulting from the animal you will be responsible for the damages and cost will be paid promptly or held from the deposit.
10. All animals must be always well behaved & under the control of the owner.
11. No animal shall be kept in any dwelling or anywhere on the premises in a manner that is considered inhumane or in any way detrimental to the health and welfare of the animal. Any tenant who neglects or abuses any animal on the property, either owned by them or anyone else, shall be reported to the proper authorities by management, and approval of keeping an animal on the property or in the premises may be revoked immediately by management.

If the landlord or Resident Manager determines that an animal is a nuisance or a threat to the safety or security of person or property; we may request the immediate removal of the animal from the premises. Tenant shall be issued a notice to immediately remove any animal determined to be a nuisance or threat by management.

DEPOSIT

1. I agree to pay \$ _____ as an animal deposit in addition to my rental security deposit. The animal deposit is equal to no more than 50% of the tenant security deposit rounded to the nearest \$10.00.
2. This deposit shall be paid in advance unless other arrangements have been made with management.
3. Animal deposit will be used towards repairs, cleaning treatments, flea infestation or replacement of any part of the apartment or premises damaged by my animal. Any damage not covered by the animal deposit will be deducted from the security deposit as applicable. If the damage expense exceeds the amount of total deposits on hand, tenant will be required to pay the additional costs.
4. Animal deposit is refundable if no damage is done, as verified by the landlord after the premises are completely vacated. Animal deposit will not be refunded during occupancy. Any refund will be issued after final walk-through of unit in accordance with the same rules and regulations pertaining to refund of security deposits.
5. Anyone moving in with, or later obtaining a service/companion/therapy animal **is required to first notify** management in writing. Written verification by an applicable 3rd party professional is required that the animal meets the definition of a service/companion/therapy animal. No deposit is required for a service animal that has been verified. ***Service animals are required to follow all other animal rules and regulations unless it is noted as an exception in the resident policies. Non-compliance will result in notice of lease termination by management.***

ANIMAL RESTRAINT & CARE

1. Cats and dogs will be kept inside the apartment and not allowed to roam freely. **They must wear a collar and be on a leash at all times on the property.** Leashes are to be kept shortened to keep animal near you in the common areas. Animals shall not be unnecessarily or inappropriately restrained, tied, tethered or confined, in the dwelling, in any manner that prevents the ability to move about normally, freely, or that negatively affects the well-being of the animal.
2. Animals shall not use the community rooms or areas where food is present in the building except for the purpose of passing to the outside of the building. (Exception is made for service animals.)
3. Tenant shall take adequate precaution to prevent animals from disturbing their neighbors (barking, howling, loud meowing, scratching, biting, squawking, etc)
4. Tenants shall not alter their apartments, patios or any other part of the premises to create an enclosure or restraint for an animal. No outdoor enclosures are permitted.
5. The tenant shall always comply with the health laws relative to housing an animal and shall not fail to provide an animal with proper food, water, and a sanitary environment.

6. Dogs shall be taken out regularly to eliminate waste. Solid waste is to be picked up immediately and disposed of by tenant by putting it in a tied bag and deposited into the property dumpster before re-entering the premises. **The regular use of puppy/piddle pads is prohibited.** *Restricted use of pads is permitted during house-training, tenant absence for a short time of a few hours in which the animal may possibly have an "accident" indoors, or if needed short-term when the animal may be ill. During times of restricted use, the pads must be disposed of at least DAILY, or more often as applicable to prevent odors in the apartment or common areas. If any odors are allowed to develop, tenant may be issued a 14/30-day notice to comply or to vacate by the 30th day if tenant does not comply.*
7. A litter box is allowed for cats and must be kept in the apartment at all times. It must be kept clean and odor-free and the waste must be placed in a bag, tied-up, and deposited regularly in the dumpster on the property to prevent odors in the building or apartment.

Tenants who violate these rules are subject to being required to remove animal from property with applicable notice by landlord. Failure to comply may result in 30-day notice to vacate.

ANIMAL CARE ARRANGEMENTS IN MY ABSENCE

In the case of an emergency or illness, the following person will either remove my animal from my apartment or be responsible for its care on the premises. I will hold blameless the landlord in any such circumstances:

NAME _____
 ADDRESS _____
 TELEPHONE # _____

I understand that if for any reason the animal is left unattended for 24 hours or more, the landlord has the right to enter the apartment to remove the animal and transfer it to the proper authorities, i.e. local animal shelter, humane society, or the local police (animal control). If your animal care person is unreachable and office staff must take care of an animal for any reason, there will be a \$15.00 an hour charge.

 Responsible Party's Signature

 Date