

WESTERLY APARTMENTS
ANIMAL OWNERSHIP RULES
(Including Pets and Assistance Animals)

These rules are intended to serve as animal ownership guidelines for the Westerly Apartments. Modification of these rules is permitted, but must first be approved by the management of Westerly Apartments and, in some instances, the area office of the U.S. Department of Housing and Urban Development (HUD).

DEFINITION

For the purpose of these rules, “animal” or “animals” refers to any animal, including assistance animals and pets.

For the purpose of these rules, “pet” is defined as domesticated small animals traditionally kept in the home for pleasure rather than for utility or commercial purposes. Pet is understood to be limited to dogs, litter box-trained cats, birds (specifically parakeets, canaries or finches), or fish. These rules, in compliance with federal regulations, distinguish cats and dogs from other pets as “fur bearing” animals. Except where otherwise indicated, these rules apply primarily to dogs and cats.

For the purpose of these rules, “assistance animals” are defined as animals for the benefit of an individual with a disability.

PET RESTRICTIONS

No more than one fur bearing pet is permitted in an apartment. Guests are not permitted to bring any type of pet onto the premises.

LOCATION OF ANIMALS IN THE BUILDING

Animals shall not be brought into public lobbies, dining areas, or other public gathering spaces unless the animal is an assistance animal for a visually impaired owner. When dogs or cats are moved through the building, they must be moved from the resident’s apartment via the nearest outside exit, avoiding all public areas.

SIZES

Pet dogs shall weight no more than 30 pounds at time of maturity and stand no more than 18 inches at the shoulder. Pets acquired as puppies shall be understood to mature at the height and weight specified. They are not to exceed these height and weight restrictions. American

Kennel Club's standards shall determine the height and weight after maturity of the breed. A non-documented animal will be assumed to mature to that which has been determined by veterinarian evidence to the management in a signed letter.

LICENSURE AND TAGS

Every dog and cat must wear the appropriate local animal license, a valid rabies tag, and a tag bearing the owner's name, address and phone number. All licenses and tags must be current.

REGISTRATION

Every dog and cat must be registered with the management before moving in and thereafter annually on the anniversary date of admission. Registration of dogs and cats require proof of current dog or cat licensure, including up-to-date proof of inoculations. Cats must have current inoculation, as appropriate to the species including, but not limited to, feline distemper shots. Dogs shall have certificates of appropriate inoculations for heart-worm, parvo and rabies. Such tests, vaccines or shots shall be maintained on an annual basis, unless otherwise specified by a veterinarian. A verification letter that a cat or dog has been spayed or neutered is required prior to admission. Proof of liability insurance, evidence of a flea control program and verification of an alternate caretaker are also required as discussed below.

PET REGISTRATION

Prior to admittance of a pet into the facility, residents will be required to complete the following forms:

1. Pet Ownership Application
2. Self-determination Instrument for Pet Owners
3. Questionnaire for Existing Pet Owners (where applicable)

Applicants are encouraged to complete the appropriate form for estimating the cost of pet ownership prior to answering the question in the Owners' self-determining Instrument.

ALTERING

All cat, 6 months or older, should be declawed prior to occupancy. Female dogs and cats over 6 months must be spayed, and males over 8 months must be neutered, unless a letter is received from a licensed veterinarian giving medical reason why such action is detrimental to the pet's health.

LIABILITY

Residents owning animals shall be liable for the entire amount of all damages to the Westerly Apartments caused by their animal and all cleaning, defleaing and deodorizing required because of such pet. Animal owners shall be strictly liable for the entire amount of any injury to the person or property of other residents, staff or visitors of the Westerly Apartments caused by their animal and shall indemnify the owner of the Westerly Apartments for all cost of litigation and attorney's fees resulting from such damage.

Residents owning dogs and cats shall file, with the management, a copy of a pet liability insurance policy indicating that the pet owner is covered for personal liability up to \$100,000.00. Pet liability insurance can be obtained through most insurance agents and companies.

PET DEPOSIT

Each pet dog and pet cat owner must provide a pet deposit in the amount of (\$200.00) in addition to the standard rental security deposit. This deposit shall be maintained in a separate account. The amount of the pet deposit is established to reflect the potential cost of replacing carpeting and other furnishings as a result of pet odors, stains and damage.

This fee also reflects the average pet deposit required by apartment facilities in the market area that permit pet ownership. Upon termination of residence by the pet owner, or removal of all dogs or cats from the owner's apartment, all or part of the pet deposit will be refunded dependent upon needed repairs and maintenance.

SANITATION

Dogs and cats are required to be "house-broken". Cats must be litter box-trained and dogs must be able to exercise outside the building. Pet owners shall be responsible for the immediate clean up of feces after the exercise of their dog. Resident dog owners must bag and securely tie dog feces and deposit it in designated trash receptacles. Cat owners shall bag "kitty litter", tie securely and drop in specified trash receptacles.

FLEA CONTROL

Upon admission of an animal the animal owner shall file, with management, proof that a flea control program, acceptable to management, will be maintained for a fur bearing animal.

Thereafter, the owner of a fur bearing animal shall file at intervals, determined by management, proof that the animal and/or the apartment is being sprayed (at resident's expense) for fleas by an accredited exterminator or as recommended by an exterminator.

NOISE

No animal may make noise which disrupts other residents. Barking and/or whining dogs and crying or “caterwauling” cats will not be considered acceptable.

ANIMAL BEHAVIOR

No animal that bites, attacks or demonstrates other aggressive behavior toward humans may be kept in the Westerly Apartments.

LEASHES

Dogs and cats shall be on hand-held leashes at all times outside the confines of the owner’s apartment.

ALTERNATE CARETAKER - PETS

Pet owners must supply management with the names of at least two persons who will be willing to assume immediate responsibility for the pet in case of an emergency (i.e., when the pet owner is absent or unable to adequately maintain the pet). Written verification of the willingness of these persons to assume caretakers responsibility is required. It is the responsibility of the pet owner to inform the management of any change in the names, addresses or telephone numbers of the persons designated as alternate caretakers. Any expense relating to alternate caretakers are the responsibility of the pet owner.

In cases of emergency, when the management is unable to reach the alternate caretaker(s), the pet owner agrees to allow management to place the pet in an appropriate boarding facility with all fees and cost born by the pet owner. Within five days of such an emergency, the resident, his agent, family or estate must make arrangements with the holder of said pet as to its disposition and shall be responsible for all obligations, financial and otherwise, in such disposition.

The resident pet owner absolves management and/or its agents of any or all liability, financial or otherwise, for action taken on behalf of the pet owner, or the well-being of the pet.

SICK OR INJURED ANIMALS

No sick or injured animals will be accepted for occupancy without consultation and written acknowledgement of a veterinarian as to the condition of the animal’s ability to live in an apartment situation. Acceptance regardless of documentation and consultation is the

prerogative of the management. Admitted animals which suffer illnesses or injury must be immediately taken for veterinarian care at the resident animal owner's expense.

RULE ENFORCEMENT

Any tenant who receives three letters of violation of these rules and a letter of intent describing these violations from the Westerly Apartment's management, may be required, after private conference, to remove the animal from their premises, and provide management with a signed affidavit stating that the dog or cat is no longer on their premises and will not return in the future. Misrepresentation of this affidavit will be grounds for eviction of the resident.

Management exercises the right to act immediately in insisting an offending animal be removed forthwith in situations deemed to be of an emergency nature. In such instances, management will act as specified in the section on "Alternate Caretaker" in removing a sick, diseased, injured and/or aggressive animal.

SHARED COST

Excrement disposal facilities, pet shelters, exercise areas or similar facilities which may be recommended by the animal owners will not be furnished out of project funds.

COURTESY

The Westerly Apartments recognizes that animals can be therapeutic for those who enjoy, own and care for them. However, animals can be threatening to others who, for whatever reason, are fearful of or allergic to animals. Please exercise common courtesy to residents and staff in dealing with your animal.

COMPLAINT PROCESS

Management of the Westerly Apartments will establish a system for handling complaints regarding animal ownership.

NO VISITING PETS ALLOWED

These rules pertain only to residents and resident pet owners. No visiting pets are allowed.

MANAGEMENT'S DETERMINATION FORM

The Westerly Apartment's management will be required to complete the management's determination form. This form will be used to determine whether the animal should be

admitted in the building. Management reserves the right to prohibit the admission of any animal in cases where it determines the animal or animal owner will not be able to meet the requirements of these animal rules.

WESTERLY APARTMENTS

QUESTIONNAIRE FOR EXISTING PET OWNERS

1. How long have you owned your pet?

2. Has your pet lived in rental housing before? If so, where? Please give the landlord's name, address and telephone.

Name: _____

Address: _____

Phone: () _____

3. Has your pet ever bitten or hurt anyone? Please describe.

4. Age of your pet? _____

5. Name, address and phone number of veterinarian that can verify inoculations.

Name: _____

Address: _____

Phone: () _____

6. List any health problems of your pet.

WESTERLY APARTMENTS

PET APPLICATION

Resident Name: _____ **Apt. #:** _____

Type of Pet: _____ **Age of Pet:** _____

Name of Pet: _____ **Weight:** _____

1. How long have you owned this pet? _____

2. Has your pet lived in rental housing before? _____ **If so, fill in the following:**

Name of apartment complex: _____

Manager's Name: _____

Telephone Number: ____ (____) _____

3. Liability coverage:

Name of company: _____

Contact person: _____

Telephone number: ____ (____) _____

4. Date of pet's last vaccination: _____

5. County License Number: _____

6. Has your pet been spayed or neutered? _____ **Yes** _____ **No**

If no, please explain: _____

7. If your pet is a cat, has it been declawed? _____ **Yes** _____ **No**

If no, please explain: _____

8. If your pet is a dog, does the pet respond to voice command? _____ Yes _____ No

If no, please explain: _____

9. Name of persons who will take responsibility for the pet in case of emergency:

Name: _____

Address: _____

Phone Number: (Day) __ (____) _____

(Night) __ (____) _____

Name: _____

Address: _____

Phone Number: (Day) __ (____) _____

(Night) __ (____) _____

10. Veterinarian (who can verify inoculations):

Name: _____

Address: _____

Phone Number: __ (____) _____

11. Exterminator: Contact person: _____

Company Name: _____

Address: _____

_____ Phone: __ (____) _____

This is to certify that all information is correct to the best of my knowledge; that I have read the Westerly Apartment Pet Policy rules; and fully understand their content. I accept financial responsibility for the entire amount of any damages or injury to persons or property which may occur because of the pet.

(Signature)

(Date)