NO PET AGREEMENT

LANDLORD:

DELPHIA MANAGEMENT CORPORATION, AGENT

TENANT:

LEASED PREMISES:

STARTING DATE OF LEASE:

ENDING DATE OF LEASE:

Tenant agrees that tenant will NOT keep any pets on the leased premises. Tenant agrees that tenant WILL NO ALLOW tenants family or guests or others to have pets on the leased premises.

Landlord and Tenant agree that this NO PET AGREEMENT is part of the lease between landlord and tenant.

DATE: __________

SIGNATURE OF LANDLORD

SIGNATURE OF TENANT(S):

________________________________________________________________________
SERVICE/COMPANION ANIMAL CONSENT AGREEMENT

If you are in need of a reasonable accommodation due to a disability or have difficulty understanding English, please request our assistance and we will ensure that you are provided with meaningful access based on your individual needs.

Si requieres atención especial por alguna discapacidad, o tienes dificultad para entender inglés, por favor solicita nuestra ayuda y nosotros nos aseguraremos de brindarte la ayuda necesaria con base en tus necesidades individuales.

1. PARTIES/PREMISES/TERMS
This agreement is made this _____ day of ________________________, ________, and will become part of the current apartment lease commencing on ________________, ________, between
__________________________________________, tenant(s)
Unit # ______ and _____________________________, Landlord in the City/State of
___________________________________________.

2. CONDITIONAL AUTHORIZATION FOR SERVICE/COMPANION ANIMAL
Residents are required to have an approved Reasonable Accommodation to authorize the keeping of a service/companion animal, which is described below on the premises of the above dwelling unit. Authorization may be terminated sooner if resident’s right to occupancy is lawfully terminated or if the service/companion animal rules listed below are violated by resident(s) or residents’ guest or occupants.

3. NO LIMIT ON LIABILITY
The Service/Companion Animal Consent Agreement is not a limit on resident’s liability for property damage, cleaning, deodorization, exterminating, replacements and/or personal injuries as set forth below.

4. MULTIPLE RESIDENTS
Residents and residents’ guest or occupants shall abide by all service/companion animal rules. Each resident shall be jointly and severally liable for damages and all other obligations set forth herein, even if such residents do not own the service/companion animal.

5. DESCRIPTION OF SERVICE/COMPANION ANIMAL
Only the following described service/companion animal shall be authorized to be kept in the residents’ dwelling unit. No substitutions allowed. Residents or residents’ guest or occupants shall permit no other pet or service/companion animal on the premises. In the event of the service/companion animal’s demise, the resident should notify management within 7 days. The resident is not to secure another service/companion animal without management’s written authorization and a newly executed service/companion animal consent agreement.
Animal’s Name: ________________________________

Breed: ________________________ Type: ________

Weight: _________ Age: ______ Color: __________

A statement from your veterinarian, within the last six (6) months verifying your service/companion animals’ weight, general health, and certification of inoculation is required before you can move the service/companion animal in. In addition, an annual certification from the veterinarian verifying your service/companion animals’ inoculations, general good health, and county license.

6. LIABILITY FOR DAMAGES, CLEANING, ETC.
Residents shall be liable for the entire amount of all damages caused by such service/companion animal and all cleaning, exterminating, and deodorizing required because of such service/companion animals. This applies to carpets, doors, walls, blinds, windows, screens, furniture, appliances, and any other part of the dwelling unit, landscaping, and other improvements on the property. If such items cannot be satisfactorily cleaned or repaired, residents must pay for the complete replacement by the landlord. Payment for damages, repairs, cleaning and replacements, etc shall be due immediately upon demand. Residents shall be strictly liable for the entire amount of any injury to the person or property of others caused by such pet and resident shall indemnify landlord for all litigation resulting from the same.

7. SERVICE/COMPANION ANIMAL RULES
Residents are responsible for the actions of their service/companion animal at all times. Residents agree to abide by the following rules:

a. Resident agrees that the service/companion animal will not disturb the rights, comforts, and conveniences of neighbors or other residents. This applies whether the service/companion animal is inside or outside the residents’ dwelling.

b. Dogs and cats must be housebroken.

c. Service/Companion Animals shall not be tied to any fixed object outside the dwelling unit, including patio areas, walkways, fences, stairs, stairwells, parking lots, grassy areas, or any other area of the property.

d. Residents’ service/companion animals must be fed and watered inside the dwelling unit and pet food or water may not be left outside the dwelling unit at any time.

e. Service/Companion Animals shall be kept on a leash and under residents’ supervision according to all city and county ordinances when outside the dwelling. Landlord or landlord’s representative shall have the right to pick up unleashed pets and/or report them to the proper authorities.
f. Designated area for service/companion animal defecation inside the unit: Use kitty litter box on non-carpeted areas only. All litter box material must be put in a plastic bag and tied up before it is put in the trash. **DO NOT FLUSH LITTER IN THE TOILET.**
g. Designated area for service/companion animal defecation outside the unit: A minimum of 25 feet from any building entrance, with resident responsible for the **immediate** removal of waste and repair for damages.

8. ADDITIONAL RULES
Landlord shall from time to time have the right to make reasonable changes and additions to the above rules if in writing and distributed to all residents pending regulatory approval.

9. VIOLATION OF RULES
If any rules or provisions of this Service/Companion Animal Consent Agreement are violated by residents or residents’ guest or occupants, in the sole judgment of the landlord, in accordance with state and local laws. The landlord shall have all other rights and remedies set forth in state and local laws.

10. COMPLAINTS ABOUT SERVICE/COMPANION ANIMALS
If the landlord receives reasonable complaints from neighbors and other residents that the service/companion animal’s conduct or condition causes a threat or nuisance to the health, safety, or right to peaceful enjoyment of the premises by other residents, or the owner violates the service/companion animal rules, management will enforce the service/companion animal rules in accordance with state and local laws.

12. RESPONSIBLE PARTY
The person name listed below will be the responsible party to care for the service/companion animal if the owner dies, is incapacitated or is unable to care for the service/companion animal. If the person listed below is no longer able, I the resident will notify ________________________________ the responsible party.

Name ________________________________

Address ________________________________

Phone # ________________________________

Relationship ________________________________
13. GENERAL
Residents acknowledge that no oral or written agreement exists regarding the Service/Companion Animal Consent Agreement. Except for written rule changes pursuant to paragraph 10 hereof, landlord's representative has no authority to modify this Service/Companion Animal Consent Agreement or any service/companion animal rules. This service/companion animal consent agreement and the service/companion animal rules shall be considered as part of the lease described above. It has been executed in multiple copies, one for the resident and one for the landlord.

THIS IS A BINDING LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING

Resident Signature       Date

Resident Signature       Date

Landlord Representative Signature       Date

Delphia Management Corporation does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities. The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development’s regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988).

Robert Werner Jr., Delphia Management Corporation, 118 N George Street, York, PA 17401
717-846-5139 (VOICE)  800-654-5984 (TDD)

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