

LEASE ADDENDUM FOR ANIMALS/PETS

THIS AGREEMENT is subject to all terms and conditions as stated in the Lease Agreement of XXXX XXXXXX Lane, Indianapolis, Indiana, XXXXX dated the 1st day of XXXX, between, Tenant and Landlord and shall be attached to the Lease Agreement as an addendum.

In consideration of the execution or renewal of the Lease of the dwelling unit identified in said Lease, Landlord and Tenant agree as follows:

1. **ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in or around the Premises unless the Landlord has so authorized in writing. Tenant must remove an illegal or unauthorized animal within 24 hours of notice from the Landlord, or Tenant will be considered in default of the Lease. Landlord, in its sole discretion, may allow an animal as a pet with conditions as laid out within this Addendum. Landlord will authorize an assistance animal for a disabled person. When allowed by applicable laws, before Landlord authorizes an assistance animal, if the disability is not readily apparent, Landlord may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including a service animal, as authorized under federal, state, or local law. You must not feed stray or wild animals.
2. **VIOLATIONS.** If Tenant, any guest, or occupant violates the animal restrictions (with or without Tenant's knowledge), Tenant will be subject to charges, damages, eviction, and other remedies provided in the Lease and this Addendum. If an animal has been in the apartment at any time during the term of your occupancy (with or without Tenant's consent), Landlord may charge Tenant for defleaing, deodorizing, shampooing, and any other cost to return the Premises to its original condition including an undiscovered animal fee as defined later in this Addendum. We may remove an unauthorized animal in accordance with applicable law and terms of this Lease and this Addendum.
3. **ADDITIONAL FEE.** Tenant must also pay a one-time *non-refundable* fee of One-Hundred- Twenty-Five Dollars and 00/100 (\$125.00) for possessing the animal in the Premises. Landlord will not charge a deposit or this additional fee for assistance animals.
4. **LIABILITY NOT LIMITED.** Any additional monthly rent and additional security deposit under this Addendum do not limit Tenant's liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.
5. **DESCRIPTION OF ANIMAL(S).** Tenant may keep only the animal(s) described below. You may not substitute for any other animal(s). Neither Tenant nor Tenant's guests or occupants may bring any other animal(s) such as but not limited to mammals, reptiles, birds, amphibians, fish, rodents, arachnids, or insects into the Premises or its environs.
 - a) Animal 1
 - Animal's Name: XXXXX
 - Type: XXXXX
 - Breed: XXXXX
 - Color: XXXXX
 - Weight: XXXXX
 - Age as of this Addendum: XXX
 - City of License: XXXXX
 - License no.: XXXXXX
 - Date of Last Rabies Vaccine: XXXXX
 - Is the Animal Housebroken? YES
 - Animal Owner's Name: XXXXX XXXXX

Initials: _____

b) Animal 2

1. Animal's Name: XXXXX
2. Type: XXXXX
3. Breed: XXXXX
4. Color: XXXXX
5. Weight: XXXXX
6. Age as of this Addendum: XXX
7. City of License: XXXXX
8. License no.: XXXXXX
9. Date of Last Rabies Vaccine: XXXXX
10. Is the Animal Housebroken? YES
11. Animal Owner's Name: XXXXX XXXXX

6. SPECIAL PROVISIONS. The following special provisions control over conflicting provisions of this printed form:

- a) Landlord does not allow the following dog breeds or any mixture containing these breeds: American Pit Bull Terrier, American Staffordshire Terrier, American Bully, American Bull Terrier, Wolf, Wolf Hybrids or Mix.
- b) If the animal urinates or defecates anywhere on the Premises, the Tenant will be responsible for immediately removing the animal waste.
- c) There is a One-Hundred Dollar (\$100) fee for undocumented pet discovery.
- d) Maximum two (2) pets per Premises.

7. ADDITIONAL MONTHLY RENT. Tenant's total monthly rent (as stated in the Lease) will be increased by Twenty-Five Dollars 00/100 (\$25.00) per pet.

8. EMERGENCY. In an emergency involving an accident or injury to Tenant's animal, Landlord shall have the right, but not a duty, to take the animal to the following veterinarian for treatment, at Tenant's expense:

- Doctor/Veterinarian: XXXXX
- Address: XXXX XXXXX Road, Indianapolis, Indiana XXXXX
- Phone: XXX-XXX-XXXX

9. 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 disturb the neighbors or other residents, regardless of whether the animal is inside or outside the Premises.
- b) Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- c) Animals may not be tied to any fixed object anywhere outside the apartment, except in fenced yards (if any) for your exclusive use.
- d) Tenant must not let an animal other than assistance animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other apartments.
- e) Tenant's animal must be fed and watered inside the Premises. Do not leave animal food or water outside the Premises at any time, except in fenced yards (if any) for Tenant's exclusive use.
- f) Tenant must keep the animal on a leash and under Tenant's supervision when outside the apartment or any private fenced area. Landlord may pick up unleashed animals and/or report them to the proper authorities. Landlord may impose reasonable charges for picking up and/or keeping unleashed animals.
- g) Unless the Landlord has designated a particular area in your apartment or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on the Premises. Tenant must take the animal off the Premises for that purpose. If Landlord allows animal defecation inside the Premises in this Addendum, Tenant must ensure that it is done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on the Premises (including in a fenced yard for Tenant's exclusive use), Tenant shall be responsible for immediately removing the waste and repairing any damage. Tenant must comply with all local ordinances regarding animal defecation.

- 10. ADDITIONAL RULES.** Landlord has the right to make reasonable changes to the animal rules from time to time. A written copy will be distributed least thirty (30) days prior to the effective date.
- 11. VIOLATION OF RULES.** If Tenant, Tenant's guest, or any occupant violates any rule or provision of this Addendum (based upon Landlord's judgment) and Landlord gives the Tenant written notice, Tenant must permanently remove the animal from the Premises within the time specified in the notice. Landlord reserves all other rights and remedies set forth in the Lease, including damages, eviction, and attorney's fees to the extent allowed by law.
- 12. COMPLAINTS ABOUT ANIMAL.** Tenant must immediately and permanently remove the animal from the Premises if the Landlord receives a reasonable complaint from a neighbor or other resident or if Landlord, in its sole discretion, determines that the animal has disturbed neighbors or other residents.
- 13. REMOVAL OF ANIMAL(S).** In the following circumstances, Landlord may allow animal control or a local humane society to enter the apartment and remove the animal in accordance with applicable law if, in Landlord's sole judgment:
- a) Abandoned the animal
 - b) Left the animal for an extended period without food or water
 - c) Failed to care for a sick animal
 - d) At the request of animal control or a local humane society
 - e) The animal bites or is aggressive
 - f) Upon a violation of the animal rules, as stated in this Addendum
 - g) Let the animal defecate or urinate where it is not supposed to

Tenant will be subject to eviction and other remedies under the Lease for violations and default.

- 14. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** Tenant will be liable for the entire amount of damage caused by the animal, including but not limited to, all cleaning, defleaing, and deodorizing. This provision applies to all parts of the Premises, including but not limited to, carpets, doors, walls, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If the Premises cannot be satisfactorily cleaned or repaired, Tenant must pay for damaged items to be replaced completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand. Tenant agrees that the Tenant is the 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 shall indemnify Landlord for all costs of litigation and attorney's fees resulting from any such damage.
- 15. RESPONSIBILITY.** Tenant, Tenant's guests, and any occupants must follow all animal rules. Tenant is liable for damages and all other obligations set forth in this Addendum, even if the Tenant does not own the animal.
- 16. GENERAL.** Tenant acknowledges that no other oral or written agreement exists regarding animals. Except for special written rule changes under paragraph 9 above, Landlord has no authority to modify this Addendum or the Animal Rules except in writing. This Addendum and the animal rules are considered part of the Lease described above. Landlord considers animals a serious responsibility and a risk to each resident in the apartment. If Tenant does not properly control and care for an animal, the Tenant may be held liable if the animal causes any damage or disturbs other residents.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed on this 1st day of XXXX, 2025.

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Landlord/Landlord's Agent: _____ Date: _____

Initials: _____