

# Bismarck Mandan Rentals, LLC

1709 North 19th Street, Suite 3 • Bismarck, ND 58501  
(701) 354-1937



## 1. Pet Agreement

### 1.1 PET AGREEMENT

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This Pet Agreement is made and entered into this Date:

Date  
by and between <<Site Manager>>(hereinafter “landlord”), and <<Tenants (Financially Responsible)>> (hereinafter “Resident(s)”).

WHEREAS, Resident has requested of Landlord that Resident be allowed to have an animal on the premises located at<<Property Address>>

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

### 1.2 LANDLORD APPROVAL

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Resident shall be allowed to have an animal in the Resident’s apartment unit at <<Property Address>>. The animal that has been approved by Landlord is described as follows: <<Pet Information>>. No other animals will be allowed.

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### 1.3 PET RENT

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Pet Rent Pet Rent \$100 or other wise specified this will be added every month to your rent. Pet Deposit paid (if applicable) Pet Deposit \$.  
No additional pet deposit can be charged for service, assistive or companion animals.

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### 1.4 LICENSING

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The animal must be licensed yearly or as required by city ordinance and Resident must show proof of current rabies and distemper booster inoculations.

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### 1.5 VICIOUS AND/OR INTIMIDATING ANIMALS

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Vicious and/or intimidating animals will not be allowed. If Landlord believes that Resident’s animal will pose a threat to the health or safety of others or will cause substantial damage to Landlord’s property, the animal will have to be immediately removed.

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### 1.6 SPAYED/NEUTERED

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The animal must be spayed or neutered as applicable.

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### 1.7 CONTAINMENT

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The animal shall remain inside the resident's unit. No animals shall be permitted to be loose in hallways, lobby areas, laundry, yards or other common areas of the facility.

If maintenance or showings are occurring at your unit the pets must be kenneled during this time.

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### 1.8 LEASHING

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When taken outside, the animal must be kept on a leash and controlled by an adult.

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### 1.9 DISTURBANCES

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Resident shall not permit the animal to disturb, interfere or diminish the peaceful enjoyment of other residents.

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### 1.10 ANIMAL WASTE

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Resident is solely responsible for cleaning up animal waste immediately, if any, outside the unit and on facility grounds. Resident is responsible for properly disposing of animal waste by bagging the waste and discarding the bag in the garbage dumpsters immediately.

Pets should be taken away from entrances and main walkways to do their business, therefore, not infringing on other tenants right not to walk thru soiled areas. Balconies are not to be used as pet restrooms as the waste may seep through materials and fall on people and/or property below.

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1.11 DNA COLLECTION AGREEMENT AND FEE

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Prior to the approval of a pet application, Resident here by agrees to the following:

Landlord shall provide to Resident a DNA collection kit for each dog on the property. Resident shall reimburse the Landlord the cost of the kit at that time: **\$80.00** per pet.

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1.12 DNA COLLECTION

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Resident shall use the kit to cheek swab its dog in the presence of the Landlord's agent and provide the collected material to the Landlord's agent.

Landlord's agent shall provide the materials to its dog registration company at Residents request.

The Resident shall affix the tag in the collection kit to the dog's collar to identify the dog as a registered into the World Pet registry and shall not allow the tag to be transferred to any other dog.

It is the responsibility of the Resident to setup a DNA test appointment with the Landlord.

Resident and Landlord shall be provided with the results of DNA testing in writing.

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1.13 FECAL MATTER

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In the event fecal matter from Resident's dog is found on the property, Resident agrees to be responsible for all testing fee and collection fees and costs incurred by the Landlord **\$100.00** per test and shall pay a fine of **\$500.00** within fourteen (14) days of being notified in writing by the Landlord or its agent that Resident's dog's feces has been located on the property. If the waste has a "No Match" result, all Residents who's dog(s) are not DNA tested will be charged for the test and fine.

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1.14 ANIMAL ODOR

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Resident shall take adequate precautions and measures necessary to eliminate animal odors within or around the unit and shall maintain the unit in a sanitary condition at all times. Fecal matter should be bagged and taken out to the garbage dumpsters daily.

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1.15 UNATTENDANCE

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Resident shall not leave the animal unattended for a period of 16 hours or more.

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### 1.16 UNIT ALTERATIONS

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Resident shall not alter the unit in any way, shape or form in order to create an enclosure for the animal.

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### 1.17 DAMAGES

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Resident is responsible for all damages caused by the animal, including, but not limited to, the cost of cleaning of carpets and draperies and/or fumigation of the unit.

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### 1.18 LANDLORD RESPONSIBILITY

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Resident shall indemnify and hold Landlord harmless from any claims, causes of action, actions, damages, costs or expenses of any nature incurred as a result of Resident's keeping of the animal in the unit. This includes the DNA registration, collection or testing of the Resident's dog.

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### 1.19 LANDLORD INSPECTION

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Landlord has the right to periodically inspect the unit for cleanliness/safety upon reasonable notice (8 to 12 hours).

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### 1.20 REQUEST FOR REMOVAL

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Landlord reserves the right to request that the animal be removed if any of the terms of this agreement have been broken. Removal requests can be immediate or time scheduled depending on the seriousness and violation, solely at managements discretion.

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### 1.21 SERVICE ANIMALS

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With Service animals' landlord request a letter from licensed medical professional. With following information:

- Contact information, phone number, e-mail address, professional's license number and will require proof of disability as a condition of accommodation, and will require proof the animal in question is a trained service animal or emotional support animal verified by a licensed health professional.
- Under HUD's guidance, an assistance or service animal cannot be charged an additional fee as a condition of a reasonable accommodation. The tenant may request a written reasonable accommodation to waive the initial PooPrint Fee.

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### 1.22 LANDLORD RIGHT TO ENTER

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All animals are required to be secured in an approved kennel/aquarium if BMR staff or vendors need to enter the unit for a valid reason. Animals are not a valid reason for maintenance, service or showings to not occur during normal working hours.

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### 1.23 BREACH OF TERMS

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After the pet application is approved, the Resident agrees to abide by the terms and conditions of the Pet Rules and Regulations.

All of the terms and conditions of the Pet Lease Addendum shall be incorporated by reference into the Lease Agreement and any breach of the terms and conditions of the Addendum shall be construed a breach of the lease Agreement. Any amounts due and owing the Lessor as a result of a fee associated with the Pet Addendum, including those imposed for the collection, testing and resulting fine, shall be considered additional rent under the parties' Lease Agreement.

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X \_\_\_\_\_  
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Date Signed