

# PET or ASSISTIVE ANIMAL AGREEMENT

*(Becomes part of Rental Agreement)*

This Agreement is an addendum to the Rental Agreement dated \_\_\_\_\_ for the following dwelling unit  
 \_\_\_\_\_ Unit. \_\_\_\_\_, New Mexico, \_\_\_\_\_  
 between \_\_\_\_\_ as Owner/Agent  
 and \_\_\_\_\_ as Resident(s).

In this document, "you" and "your" refer to all residents listed above and all occupants or guests. "We," " us, "and" "our" refer to the owner named in the Rental Agreement.

**CONDITIONAL AUTHORIZATION FOR ANIMAL.** Subject to the terms of this Agreement, you may keep the animal(s) described below in the dwelling until the Rental Agreement expires. We may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you, your animal, your guests, or any occupant violate any of the rules in this Agreement.

	Animal 1	Animal 2	Animal 3
Animal Name:	_____	_____	_____
Type: (dog, cat, etc.)	_____	_____	_____
Breed:	_____	_____	_____
Color:	_____	_____	_____
Weight/Age:	_____	_____	_____
License No.:	_____	_____	_____
Housebroken?	_____	_____	_____

*Please note: We consider animals a serious responsibility and a risk to others. If not properly controlled and cared for, animals can disturb the rights of others and can cause serious personal injury and property damage totaling hundreds or thousands of dollars. You will be held liable if your animal(s) cause any damage or disturbs other residents.*

1. **ASSISTIVE ANIMALS.** This Agreement shall not apply to residents with assistive animals in any way that would adversely affect their right to equal enjoyment and use of housing. Specifically, Paragraphs 2, 3, 4 and 7 shall not apply to persons with assistive animals and Paragraphs 14 and 15 shall only apply to the extent that the damage to the unit exceeds normal wear and tear.
2. **ADDITIONAL DEPOSIT.** The total deposit will be increased by \$\_\_\_\_\_ Owner acknowledges that \$\_\_\_\_\_ has been received toward that additional deposit from the following person:  
 \_\_\_\_\_  
 We will consider this additional deposit a general deposit for all purposes. Refund of the deposit will be subject to the terms and conditions set forth in the Rental Agreement. The additional deposit is not refundable before all residents surrender the premises, even if the animal is removed.
3. **ADDITIONAL MONTHLY RENT.** Your total monthly rent (as stated in the Rental Agreement) will be increased by \$\_\_\_\_\_
4. **ADDITIONAL FEE.** You must also pay as a one-time fee of \$\_\_\_\_\_ for having the animal in the dwelling unit.
5. **LIABILITY NOT LIMITED.** The additional monthly rent and additional deposit under this Agreement do not limit residents' liability for property damages, cleaning, deodorization, defleaing, replacements, or personal injuries.
6. **APPROVED ANIMALS ONLY.** You may keep only the animal(s) described above. You may not substitute any other animal(s) for this one. Neither you nor your guests or occupants may bring any other animal (including, but not limited to, mammals, reptiles, amphibians, frogs, birds, fish,

- rodents, insects or arachnids) into the dwelling unit or onto the premises.
7. **SIZE RESTRICTIONS.** No animal more than \_\_\_\_\_ inches in height or weighing more than \_\_\_\_\_ pounds will be permitted. If your animal(s) grows bigger than these restrictions allow, you must remove it. Our approval of your animal(s) is conditional upon their staying within the size/weight restrictions outlined above.
  8. **SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:  
 \_\_\_\_\_  
 \_\_\_\_\_
  9. **ANIMAL RULES.** You are responsible for the animal's actions at all times. You agree to abide by these rules:
    - The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
    - Dogs, cats and assistive animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
    - Inside, the animal may urinate or defecate *only* in these designated areas:  
 \_\_\_\_\_
    - Outside, the animal may urinate or defecate *only* in these designated areas:  
 \_\_\_\_\_
    - Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal

defecate or urinate *anywhere* on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Agreement, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Agreement says, you must comply with all local ordinances.

Animals may not be tied outside the dwelling units, except in any fenced yards for your exclusive use. Animals may not be tied unattended on apartment balconies.

Except for assistive animals, you must not let an animal into swimming-pool areas, laundry rooms, offices, club-rooms, other recreational facilities or other dwelling units.

Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in any fenced yards (not including apartment balconies) for your exclusive use.

You must keep the animal on a leash and under your supervision when on balconies or outside the dwelling or any private fenced yard. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We will impose reasonable charges for picking up and/or keeping unleashed animals.

10. **ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

11. **VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Agreement (based upon our judgment) and we give you written notice, you must remove the animal immediately and permanently from the premises. We also have all other rights and remedies set forth in the Rental Agreement. Any material violation of this Agreement shall also be a material violation of your Rental Agreement which may result in termination of your residency and eviction.

12. **COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we in our sole discretion determine that the animal has unreasonably disturbed the rights, comfort or convenience of neighbors or other residents. If your animal attacks or injures another resident, or becomes rabid, infested with parasites or infected such that in our judgment it is a hazard to the health of others or other animals, you must immediately and permanently remove the animal.

13. **OUR REMOVAL OF ANIMAL.** In some circumstances, we may enter the dwelling unit and remove the animal with one day's notice left in a conspicuous place. We can do this if,

**in our sole judgment, you have:**

- abandoned the animal;
- left the animal in the dwelling unit for an extended period of time without food or water or have otherwise neglected your animal; or
- failed to care for a sick or injured animal.

In doing this, we must follow the procedures set out in the Rental Agreement and the Owner-Resident Relations Act. and we may turn the animal over to a humane society or local authority. We will! return the -animal to you upon request if we haven't already turned it over to a humane society or local authority. You must pay for reasonable care and kenneling charges for the animal-. If you do not pick up the animal within 5 days after we remove it, it will be considered abandoned.

14. **LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.**

You and all co-residents will be jointly and severally liable for all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Pet rent and fees (as described in paragraphs 3 and 4) do not apply toward or reduce your liability for pet cleaning or pet damage. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you agree to be strictly liable for the entire amount of any injury that the animal causes to other people and/or their property. You will indemnify us for all damages, costs of litigation and attorney's fees resulting from any such damage.

15. **MOVE-OUT.** When you move out, you will pay for such services as defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We (not you) will arrange for these services.

16 **MULTIPLE RESIDENTS.** Each resident who signed the Rental Agreement must sign this Agreement. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Agreement, even if the resident does not own the animal.

17. **GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes provided above, our representative has no authority to modify this Agreement or the pet rules except in writing. This Agreement and the animal rules are considered part of the Rental Agreement described above. It has been executed in multiple copies, one for you and one or more for us. This agreement is governed by the laws of the State of New Mexico. In any suit to enforce or interpret this agreement, the prevailing party shall be entitled to attorney fees.

**This is a binding legal document. Your signature means that you have read, understood and agreed to the provisions set out above and have received a copy of this Agreement and any related documents.**

*NOTE: All parties must sign each of the three (3) copies (signatures will not automatically transfer)*

OWNER/AGENT

RESIDENT(s)

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

*This form was prepared by the Apartment Association of New Mexico which assumes no liability whatsoever from its use.*

*Consult your own legal advisor regarding the use and effect of this Agreement*

