

Animal Addendum

Boulder Housing Partners | 4800 N. Broadway, Boulder, CO 80304 | p: 720-564-4610 | www.boulderhousing.org

This Lease Addendum entered into on _____ (Addendum date) by and between _____ ("Owner") and _____ ("Resident") amends the Lease Agreement ("Lease") entered into by the Resident and Owner on _____ (Lease date) for _____ Boulder, CO _____ ("Premises"). Resident hereby agrees that Resident, all household members, and guests shall abide by the following:

Purpose: The purpose of this Policy and Lease Addendum (hereafter "Policy") is to ensure uniformity in application of Boulder Housing Partner's pet, service animal, and assistance animal policy to ensure the welfare of all residents and the safety and sanitation of BHP properties.

BHP Lease regulations for pets are as follows:

Note: Service and assistance animals are not considered pets under either state or federal law, and therefore may be excluded from some pet policies, including pet rent and pet deposits. Residents must contact their community manager or Boulder Housing Partners to register and identify their service animal or assistance animal as such. Further information may be found on Page Three.

Pets: Select communities accept pets. Depending on the property, when pets are allowed, there is a \$300.00 non-refundable pet fee, per pet (no more than two pets), and \$25.00 monthly pet rent, per pet. Common household pets include domesticated animals such as cats, dogs, fish, and birds that are kept in the home for personal enjoyment.

Boulder Housing Partners reserves the right to deny pets based on breed and species.

Aggressive animals will not be allowed. Species not allowed are as follows:

- a. **Poisonous and Exotic Animals are prohibited** including but not limited to: tarantulas, piranhas, reptiles (i.e. alligators, iguanas, snakes...), chinchillas, ferrets, rabbits, skunks, and sugar gliders.
- b. **Size:** Size limitations may apply.
- c. **Number Limitations:** Check with the community manager to find out the number and type of pets allowed at the property. If pets are allowed, two birds kept exclusively in a cage is the acceptable maximum. Aquarium tanks must be ten gallons or less. If Resident has either birds or fish, they are considered one animal. If you need a reasonable accommodation to have more animals than the property allows, please see your community manager.
- d. **Public Access:** Pets are not allowed in public lobbies, community rooms, TV lounges, laundry rooms, or other public gathering places, except when accompanied by the Resident and then only as necessary for access to and from the Resident's unit. All pets must be leashed and under Resident's control at all times when outside of the Resident's unit. Pets may not be tied up or left outside.

BHP Lease provisions for pets, service animals, and assistance animals are as follows:

1. **Registration:** All animals must be approved by and registered with BHP, and Resident must provide the following prior to bringing animal on premise:
 - a. Completed application, including emergency care provider.
 - b. A copy of the animal's license or certification (only applicable for pets).
 - c. Completed Pet Registration form, found on Page Three.



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2. **Vicious Animals Prohibited:** It is the Resident's responsibility to ensure their animal behaves in a safe and non-threatening manner at all times. Any animal that behaves in a vicious or threatening way or is otherwise dangerous to other residents and/or BHP employees will no longer be authorized on premise.
3. **Inoculations, Spayed, and Neutered:** All pets must be current in their vaccinations and inoculations. All dogs and cats are required to be spayed or neutered.
4. **City Ordinances:** Pet owners must comply with all city ordinances, including, but not limited to:

<p>4-7-2 License required.</p> <p>4-7-6 Dog tags required.</p> <p>6-1-7 Improper care of animals prohibited.</p> <p>6-1-16 Dogs running at large prohibited.</p> <p>6-1-18 Removal of animal excrement required.</p>	<p>6-1-19 Barking, howling, or other unreasonable animal noise prohibited.</p> <p>6-1-20 Aggressive animals prohibited.</p> <p>6-1-22 Animals as nuisance prohibited.</p> <p>6-1-22 Nuisance cat prohibited.</p>
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5. **Unit Care and Inspection:** Resident agrees to maintain the unit in a sanitary and odorless condition. Resident shall be responsible for the immediate and appropriate removal of any feces deposited by the animal. Do not dispose of cat litter by flushing it down toilets. Charges for unclogging toilets or cleaning up common areas attributed to pet nuisance will be billed to and paid for by the Resident.
6. **Sick or Injured Animals:** No sick or injured animal will be accepted for occupancy without consultation of and written acknowledgement by a veterinarian detailing the condition of the animal and its ability to live in an apartment situation. Denial of the animal regardless of documentation and consultation is the prerogative of management. If the illness or injury can be transmitted to people, other animals, or in some way makes the animal dangerous, the animal may not be brought on the premises.
7. **Resident's Absence:** If for any reason the animal is left unattended for more than twelve hours, BHP may contact a designated alternative care provider, and that person will be required to enter the unit and remove the animal. If the alternative care provider cannot be reached, the animal may be placed in an appropriate boarding facility with all costs and fees borne by the Resident. Within five days of an emergency, the Resident, the Resident's agent, family or estate shall make arrangements with the holder of said animals as to its disposition and shall be responsible for all obligations, financial and otherwise, for the actions taken on behalf of the Resident, or the wellbeing of the animal. In the event the Resident can no longer care for the animal due to health concerns, the Resident agrees to remove the animal from the unit.
8. **Animal Behavior and Violation of Policy:** Upon receipt of a verified animal complaint, BHP will issue a written warning to the Resident. If the animal bites or attacks any person, it shall be promptly removed from the unit and may not return. The Resident must certify the animal is no longer living in the unit and will not return in the future. Misrepresentation of this certification or refusal to remove the animal will be grounds for eviction of the Resident. BHP reserves the right to act immediately in animal removal situations deemed an emergency.
9. **Unauthorized Pets:** If BHP discovers a Resident has one or more pets which have not been registered and approved as required by this policy, the Resident will be issued a lease violation. Resident shall then have ten days from notification to remove the pet from the apartment or legal proceedings may be initiated.
10. **Liability:** The Resident shall be strictly liable for the entire amount of any injury caused by their animal to the person or property of another resident, a neighbor, or a member of BHP staff.

Pet Information - This chart must be completely filled out and turned in prior to bringing the pet on premise:

Pet Registration Information			
Resident's Name:		Street Address:	
City:	State:	Zip Code:	Phone Number:
Date:	Animal's Name(s):		Animal's Age(s):
Description:		License/Certification Number:	
Veterinary Information			
Vet's Name:		Vet's Street Address:	Vet's Phone Number:
Vet's Signature:		Breed:	Animal's Weight:
Certification of Good Health:	Date and Evidence of:		
	Rabies		
	Distemper		
	Spayed/Neutered		
Emergency Care Provider - Required			
Designated Alternate Care Provider:		Street Address:	
City:	State:	Zip Code:	Phone Number:

Requirements Chart

	Animal License or Certification	Breed and Species Restrictions	Public Access Restriction
Pets	City of Boulder (dogs)	X	X
Service Animal	City of Boulder (dogs)		
Assistance Animal	City of Boulder (dogs)		
	Size Limit	Lease Provisions Apply	
Pets	X	X	
Service Animal		X	
Assistance Animal		X	

Service Animals and Assistance Animals

Service Animals are any animals that are individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The provision of emotional support, well-being, comfort, or companionship does not constitute work or tasks for the purposes of this definition. Trained dogs and trained miniature horses are the only species that may qualify as service animals under the ADA. Emotional Support Animals are expressly precluded from qualifying as service animals under the ADA.

Assistance Animals, which are sometimes known as companion animals and emotional support animals, are not required to be trained and there are no breed and/or species limitations. They are animals that work, provide assistance, perform tasks for the benefit of a person with a disability, or provide emotional support that alleviates one or more identified symptoms or effects of a person’s disability. Assistance animals perform many disability-related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support.

BHP Lease regulations for service and assistance animals are as follows:

Resident will be subject to repair costs for damage to the premises caused by the service and/or assistance animal. Service and assistance animals are not subject to breed and species restrictions, public access restriction, animal licenses or certification, and/or size limits.

I/We understand that at the time of move-in to our apartment with Boulder Housing Partners, I/we do not have an animal, and I/we understand that according to our lease, we must have written permission from Boulder Housing Partners before bringing an animal into our home.

By my signature below, I/we agree and acknowledge:

Resident

Date

Resident

Date

Resident

Date

Resident

Date

BHP Representative

Date