

# Animal Agreement



## **1. 1 THIS AGREEMENT BECOMES A LEGAL PART OF YOUR HOUSING CONTRACT**

Animals are a serious responsibility for each resident. If not properly controlled and cared for, animals can disturb the rights of others and cause damages running into many hundreds of dollars, for which the Resident may be held liable. This agreement (Animal Agreement) is entered into effective. \_\_\_\_\_ between The Village Nac, Inc (TVN) located at 1188 CR 823 Nacogdoches, Texas 75964 and \_\_\_\_\_ in #, \_\_\_\_\_ All deposits required will be paid prior to occupancy.

ANIMAL DEPOSIT – \$100 .for the first animal, \$250 for the second animal. The total security deposit as required in the Housing Contract shall be increased by the foregoing amount. Such additional deposit will be considered as a general security deposit for any and all purposes. Refund of the security deposit will be subject to all of the terms and conditions set forth in the Housing Contract. The additional security deposit is not refundable prior to surrender of the premises by all Residents, even if the animal has been removed. Residents will be jointly and severally liable for the entire amount of all damages caused by the animal. If any item cannot be satisfactorily cleaned or repaired, Residents must pay for complete replacement of such item. Animal odors and stains are "extraordinary damage" and NOT "normal wear and tear."

## **1.2 PET INFORMATION**

Animals are allowed only if TVN has authorized in writing the acceptance of the animal. Each home is limited two (2) animals per household, not to exceed 80 pounds, and residents will pay \$100 for the first animal and \$250 for the second for a total of \$350. Specific animal information is as follows:

## **1.3 ANIMAL INFORMATION**

You will need to show proof of current vaccinations and spay/ neuter verification. All animals must have a collar with tags and pet interview may be required in advance of move in. Animal deposits are refundable within 30 days of move out

less any damages. All animals must abide by the City of Nacogdoches Leash Laws. Your animal must be on a leash at all times when outside your home, with you firmly in control of the animal and may never be tied to a tree or any other object. The leash must be firmly in your hand at all times. Animal waste receptacles are provided throughout the property. Animal waste can cause health issues .please pick up after your animal. Fines for not picking up your animal waste will begin at \$30 and increase based on the number of violations.

You must remove an illegal animal within 24 hours of notice from TVN, or you will be considered in default of this Housing Contract.

If an occupant or any guest violates animal restrictions (with or without your knowledge), you will be subject to charges, damages, 24 hour notice to vacate, and other remedies provided in this Housing Contract. If an animal has been in the home at any time during your term of occupancy (with or without our consent), MLF will charge you for de-fleaing, deodorizing', and shampooing.

Residents will be jointly and severally liable for the entire amount of all damages caused by the animal. If any item cannot be satisfactorily cleaned or repaired, Residents must pay for complete replacement of such item. Animal odors and stains are "extraordinary damage" and NOT "normal wear and tear."

Resident will be strictly liable for the entire amount of any injury to any person or property caused by the animal, and shall indemnify TVN for all costs of litigation and attorney's fees resulting from such litigation.

#### **1.4 PET RESTRICTIONS**

THE FOLLOWING SPECIFIC BREEDS OF DOGS (OR DOGS MIXED WITH THESE BREEDS) ARE NOT PERMITTED Pit Bulls (aka American Staffordshire Terriers, Staffordshire Bull Terriers, or American Pit Bull Terriers), Bull Terriers, Bull Mastiffs, German Shepherds, Huskies, Malamutes, Doberman Pinschers, Rotweillers, Chow Chows, and Rhodesian Ridgebacks. No wild animals are permitted -such as birds (except those that are caged), chinchillas, ferrets, fish (in tanks 11+ gallons), iguanas, monkeys, pot-bellied pigs, rabbits, raccoons, rodents of any kind, skunks, snakes or reptiles of any kind, tarantulas, scorpions or spiders of any kind, or weasels.

#### **1.5 COMPLAINTS ABOUT PET**

Residents agree to immediately and permanently remove the pet from the premises if TVN receives reasonable complaints from neighbors or other Residents or if TVN, in its sole discretion, determines that the pet has disturbed the rights, comforts, or conveniences of neighbors or other Residents.

REMOVAL OF PET BY TVN may occur if, in TVN's reasonable judgment, Resident has (1) abandoned the pet, (2) left the pet in the home for an extended period of time without food or water, (3) failed to care for a sick pet, (4) violated TVN's pet rules, or (5) repeatedly allowed the pet to defecate or urinate in places other than areas designated by TVN. TVN may, after giving written notice, enter the home with the proper authorities and remove the pet. TVN may turn the pet over to a humane society or local authority. TVN has no lien on the pet for any purpose; but Resident shall pay for reasonable care and kenneling charges for such pet. Any animal that causes or appears to be a threat to any person on the leased premises or any animal, breed, or animal mixed with a breed with a history of aggressive behavior will be considered a dangerous animal and TVN retains the right to remove it immediately!

#### **PET SITTER DESIGNATION:**

The purpose of this form is to ensure The Village Nac, Inc. (TVN) knows who to contact to take care of your pet(s) in the event of your unexpected absence. In the event that you are unexpectedly away from your home, you are **REQUIRED** to list **three** people, a primary, backup and secondary backup, who you would like to designate as your pet's sitter while you're gone. In the event you are unexpectedly away from your residence, TVN will, as a courtesy, attempt to contact the listed pet sitters in the order they appear. Should none of your designated pet sitters agree to care for your animal(s), you understand that TVN will attempt to ask other neighbors to care for your pet. Should TVN be unable to find someone to care for your pet, TVN will have no choice but to call City of Nacogdoches Animal Control to pick up your pet. TVN assumes no liability and is merely providing a Good Samaritan service for you and your pet. You agree to indemnify and hold TVN harmless from and against any and all costs, loss, damage, liability or expense, including, but not limited to, reasonable attorney fees and costs of suit, or cause of action related in any way to the care and or handling of your pet provided by TVN, its employees or agents, except those claims caused from willful gross misconduct of TVN. This contract shall be

governed by and constructed under the laws of the State of Texas.

You are **REQUIRED** to submit the Pet Sitter Agreement to Property Management within five (5) days of moving into The Village Nac. Failure to do so will nullify any animal agreement and the animal will have to be removed from the property immediately.

**1.6 LEGAL CONTRACT**

Resident represents that pet is a domesticated dog, cat or bird, is not vicious, and has not bitten attacked, harmed, or menaced anyone in the past. This agreement becomes a part of the .Housing Contract and any violation of the pet agreement is a breach of the Lease. **THIS IS A BINDING LEGAL DOCUMENT -READ CAREFULLY BEFORE SIGNING**

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Signature of Resident

Date Signed

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MLF Representative

Date Signed