

OCCUPANCY Policy: Section 22.2 "Pets"



This doc. is included w/ Annual Lease Agreements and is required to be completed each yr. to record tenant's responsibility being Pet Owners

Chippewa Housing Authority

554 Chicog Street • PO Box 187 • Lac du Flambeau, WI 54538
715-588-3348 • Fax: 715-5887935

PET POLICY AGREEMENT (LEASE AMENDMENT)

This Lease Amendment is between Lac du Flambeau Chippewa Housing Authority ("Owner") and _____ ("Tenant") for the property located at _____ in Lac du Flambeau, Wisconsin. Any tenant may keep common household pets* in their units if Tenant agrees to comply with the terms of the following Pet Agreement with a limit of two (2) pets per household.

1. Tenant desires and has received permission from the Owner to keep the pet named _____, described as: _____, described as: _____.
1. This Agreement is an addendum to the Lease between Owner and Tenant executed on _____ for a term of one year. In the event of default by Tenant of any of the terms of this Agreement, Tenant agrees, upon proper written notice of default from Owner, to cure the default, remove the pet or vacate the premises.
2. As a special deposit, Tenant agrees to pay Owner the sum of \$100.00 per pet. The Pet Deposit under this Pet Agreement is not a limit of Tenant's liability for property damages, cleaning, deodorization, de-flea, replacements, and/or personal injuries as herein further specified. From the time of the execution of this agreement you agree to pay the CHA the deposit within 3 months.

The Tenant's liability applies to carpets, doors, walls, drapes, windows, screens, community room furniture/carpet, appliances and any other part of the dwelling unit, landscaping, or other improvements to Owner's property. Tenant shall be strictly liable for the entire amount of any injury to the person or property of others caused by such pet. This deposit will be fully refundable at the time the resident moves or no longer owns the pet, provided no pet-related damage has been done to the unit.

3. Tenant agrees to comply with:
 - a. The Tribal Animal Control Ordinances; and
 - b. All other applicable governmental laws and regulations, such as, but not limited to licensing, inoculations, etc. All cats must be declawed and all dogs and cats over 8 months must be spayed or neutered, unless a letter is received from a veterinarian given medical reason why such is detrimental to the pet's health.
4. Every pet must be registered annually at the time of annual re-examination on each and every year to comply. Registering your animal requires proof of current licensure, up-to-date inoculations, identification tag, and verification that your pet has been spayed/neutered or a letter from a veterinarian giving a medical reason for not having done so. **(Attachment #1)**
5. No vicious or intimidating animals will be tolerated on the property owned by the Lac du Flambeau Chippewa Housing Authority.
6. Tenant is responsible for the pet to be quiet and housebroken and not causing any damage or annoying other tenants.
7. Each Pet Owner shall provide a written statement naming a responsible party who would care for the pet in the event of Pet Owner's illness or other emergency. Said sponsor cannot be another resident of the project. **(Attachment #2)**
8. Any pet left unattended for 12 hours or more or whose health is jeopardized by the Tenant's neglect, mistreatment or inability to care for the animal shall be reported to the Lac du Flambeau Chippewa Housing Authority. Such circumstances shall be deemed an emergency for the purposes of the Owner's right to enter the Tenant's unit to allow such authority to remove the animal from the premises. The Owner accepts no responsibility for any pet so removed and the charge for this course of action will be tenant responsibility.

9. Tenant agrees not to keep a pet that would exceed 25 pounds when mature except in the case of a service animal.
10. Tenant agrees that they are responsible for guests who bring pets into the building or grounds of Lac du Flambeau Chippewa Housing Authority Property.
11. Tenant agrees that while outside the apartment, every animal must be kept on a leash. The animal must be accompanied by a person who can control it.
12. The Pet Owner agrees to be responsible for picking up the waste (feces) left by the pet on Housing Authority property and disposing of it in a proper receptacle.
13. **Pets are not allowed in Multi-family (Apartment) units of three apartments or more.**
Exceptions: If an assistance animal (trained to perform tasks that assist people with disabilities) is needed or an emotional support animal (therapeutic for companionship and affection). All exceptions must be supported by a certification by an appropriate medical professional (e.g., medical doctor, psychologist) along with a completed tenant request form. Supplying CHA with these documents is not approval. Your tenant request and medical clarification will be assessed and a decision will be given within five business days. CHA reserves the right to make a final decision regarding all requests.
14. Pet Owners will be informed in writing of alleged violation of pet rules.
15. Tenant acknowledges that the first violations of the policies, Tenant will be given a 5-day opportunity to cure or vacate. A second violation within a 12-month period Tenant will be given 14-day notice to vacate. Pets that attack or injure another animal or person will be required to be removed from LDF CHA property immediately and permanently.
16. Tenant has read and agrees to comply with the Pet Policies, which are herein incorporated by reference, and agrees to comply with such rules and regulations as may be reasonably adopted from time to time by Owner.
17. **Attachment #1 & 2 must be attached for this agreement to be in effect.** You must comply with this agreement within 2 weeks of signature date. Refusing to sign the agreement will signify to CHA that you acknowledge that the pets must be removed from the unit immediately. Not meeting the terms of this agreement can lead to the termination of your dwelling lease.

* Common household pet is defined as "a domesticated animal such as a dog or cat, bird, fish, or turtle that is traditionally kept in the home for pleasure rather than commercial purposes". Bird in a cage, fish in a 10 gallon or less tank, and turtle require no pet deposit as they are already permitted in LDF Chippewa Housing. Should this conflict with Tribal law or ordinance, the Tribal regulation shall govern.

 Head of Household

 Occupancy Specialist

 Date

 Date