



**VIRGINIA ASSOCIATION OF REALTORS®
PET ADDENDUM**



(This is a legally binding contact; if not understood, seek competent advice before signing.)

The Addendum to the Lease Agreement, by and between _____,
Landlord, and _____ Tenant, and _____
_____, Agent for Landlord, dated _____ for property described as _____.

Landlord hereby grants permission for Tenant to keep the pet in the dwelling unit described below and on the premises (for purposes of this Pet Addendum, collectively, the "Dwelling Unit") and only upon the terms and conditions as set forth herein:

1. Tenant may keep the following pet(s) (which are collectively referred to in this Pet Addendum as a "pet") in the Dwelling Unit::

Pet 1:

Breed of Pet _____ Type _____ Color _____

Weight _____ Name of Pet _____

Tenant further understands that the weight is not to exceed _____ pounds fully grown.

Pet 2:

Breed of Pet _____ Type _____ Color _____

Weight _____ Name of Pet _____

Tenant further understands that the weight is not to exceed _____ pounds fully grown.

2. Tenant shall pay the amounts set forth in the Lease Agreement as "Pet Rent," the "Non-refundable Pet Fee," and the "Pet Deposit," which shall be due and payable in accordance with the terms of the Lease Agreement.

3. If, in the sole determination of the Landlord, the pet has not caused damage to the Dwelling Unit, the Pet Deposit, less \$_____, or the fee charged for extermination at the time Tenant vacates the Dwelling Unit, shall be returned to Tenant at the time the Security Deposit under the Lease Agreement is returned. If damages have been caused by the pet, Tenant agrees to reimburse Landlord for any and all such damages to the exterior or interior of the Dwelling Unit and to accept all liability and responsibility for the acts of the pet. The Pet Deposit will be disbursed upon termination of the lease term as described herein, even if a pet dies or is permanently removed from the Dwelling Unit at an earlier date. Except as otherwise specifically stated in this section, the Pet Deposit will be disbursed in accordance with the terms of the Lease Agreement.

4. Tenant hereby designates _____ as a person responsible to care for the pet if Tenant cannot be contacted by Landlord, or Tenant fails to, or becomes unable to, properly care for the pet, and can be reached at the following phone numbers:

Home: _____ Cell: _____ Work: _____

If the person designated herein fails to act in a timely fashion or fails to properly with respect to the pet after notice by Landlord, Landlord reserves the right to act in accordance with the provisions of this Addendum or as otherwise provided in the Lease Agreement.

5. Tenant further agrees to assume all liability and responsibility for any and all damages caused by said pet, including, but not limited to, cost of having all carpeting cleaned by a professional carpet cleaner and/or the cost of having carpeting repaired or replaced, to pay the cost of having the Dwelling Unit de-fleaed and de-ticked by a professional exterminator at the termination of the Lease Agreement and vacation of the Dwelling Unit, and to provide paid receipts of such service.

6. Permission to keep the pet in the Dwelling Unit may be revoked at any time if Tenant fails to comply with any provisions of the Pet Addendum, or Rules and Regulations, or in any way the pet becomes a nuisance, in the sole determination of Landlord.
7. If a violation of the Rules and Regulations, or the Pet Addendum occurs, Landlord will proceed to take action as appropriate against Tenant in accordance with the terms of the Lease Agreement.
8. In addition to Landlord's right to make other inspections as provided in the Lease Agreement, if Landlord receives a written complaint alleging a pet violation, or otherwise has reasonable cause to believe a pet violation has occurred, Landlord may enter the Dwelling Unit after the giving of reasonable notice to Tenant. Any such inspection, unless in case of emergency, will be conducted during normal business hours.

In case of emergency, or if the pet becomes vicious, displays symptoms of severe illness, or demonstrates other behavior which constitutes an immediate threat to the health and safety as a whole, Landlord may enter the Dwelling Unit immediately, remove, or cause removal of, the pet and further take action with respect to the pet as is permissible under Virginia or local law. If Landlord places the pet in a facility or shelter, Tenant will be responsible for payment of all applicable costs and expenses. Landlord is authorized to take this action under this section only when Landlord requests the pet owner to take corrective action and the pet owner fails to do so in a timely fashion, or when Landlord is unable to contact pet owner after reasonable efforts to do so. Landlord and Agent shall not be liable under any circumstances for any actions taken pursuant to this section. Tenant further hereby releases Landlord and Agent from any and all liability and agrees to indemnify Landlord and Agent from any claims, damages or losses whatsoever resulting from the Tenant maintaining the pet in the Dwelling Unit .

9. Pets shall be categorized as follows:
 - a. Ordinary house pets shall include dogs, cats, caged domesticated birds, hamsters, gerbils, and guinea pigs, aquarium fish, small turtles and tortoises, so long as such animals are normally maintained in a terrarium or aquarium. Only ordinary house pets shall be permitted in the Dwelling Unit, subject to these guidelines.
 - b. Unusual house pets shall include without limitation, those animals not generally maintained as pets, such as large reptiles, snakes, anthropoids, felines other than domestic cats, canines other than dogs, rodents, mammals, birds, and other creatures other than those listed in subsection (a) above. Rottweiler, Pit Bull-type, German Shepherd, Doberman, or any dog that qualifies as a "dangerous dog" as defined in Section 3.2-6540 of the Code of Virginia (collectively, "Prohibited Dogs"), as well as any unusual house pets, are prohibited.
10. The number of ordinary house pets must be approved in advance and in writing by the Landlord. No other pet besides the pet expressly authorized by this Pet Addendum shall be allowed in the Dwelling Unit.
11. If the Dwelling Unit is part of an apartment community, pets must be curbed only in the areas defined as "Pet Areas". Pet owners are responsible for the immediate removal and proper disposal of animal waste on all portions of the property, including Pet Areas. Generally, Pet Areas are defined as follows:
 - a. Areas away from buildings, walkways, patio areas, picnic and play areas, and the amenities area;
 - b. Any "dog run" that may be available at the apartment community; and
 - c. Such other areas defined by the Landlord.
12. If the Dwelling Unit is part of an apartment community, pets shall not be permitted upon the common areas of the property unless they are carried or leashed, or unless in a dog run. No leash may exceed six feet in length. No pet may be leashed to any stationary object on the common elements. Pets shall not be permitted in the pool or on the grounds contiguous to the pool.
13. If the Dwelling Unit is part of an apartment community and if dog runs are available, the dog is permitted to be without a leash within the specified area designated as a dog run. However, no Prohibited Dogs are allowed in the dog run at any time. Tenant shall remain with the dog in the dog run, and supervise the dog's conduct. Tenant is responsible for the conduct of the dog at all times while in the dog run.

14. Tenant is responsible for any property damage, injury, or disturbances the pet may cause or inflict.
15. Commercial breeding of pets is prohibited.
16. All pets must have and display, as appropriate, evidence of all required registrations and inoculations.
17. Pets shall not be left unattended outside the Dwelling Unit.
18. Tenant shall not inflict or cause cruelty in connection with any pet.
19. Landlord reserves the right to require Tenant to maintain liability insurance for the pet identified in this Pet Addendum.
20. OTHER PROVISIONS: _____

The Lease Agreement, including any other applicable addenda, as written, is all inclusive and binding to Landlord and Tenant, with the exception of the amendments and/or revisions contained herein.

IN WITNESS WHEREOF, the parties have executed this Pet Addendum on the dates reflected below:

_____	_____
Date	LANDLORD (or duly authorized agent)
_____	_____
Date	LANDLORD (or duly authorized agent)
_____	_____
Date	TENANT
_____	_____
Date	TENANT
_____	_____
Date	TENANT
_____	_____
Date	TENANT

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