

La Cresta Properties | Pet Policy

Pet owners must provide the information below before allowing their pet to occupy the unit. If the pet is a dog or a cat, a current photograph shall be attached/provided for Management records.

Owner Name & Address: _____ Apt. # _____

Type & Qty: Dog _____ Cat _____ Other _____ Pet Name(s): _____

Breed: _____ (See Breed Restrictions) Neutered/Spayed Date: _____ (Req'd)

Number Allowed: Dogs -1, Cats -2, Rabbits -2, Birds -2, Small Caged Animals (guinea pig, hamster, gerbil, ferret, mice) - 4

Restrictions

Dog Breed Restrictions: NOT PERMITTED: Pit Bull, American Bulldog, English Bulldog, Staffordshire Terriers, Rottweiler, Doberman Pinscher, German Shepherd, Chow, Great Dane, Presa Canarios, Akitas, Wolf-hybrids, or any other aggressive breed as identified by Landlord. Mixed Breed Dogs must have vet documentation identifying the breed mix.

1. Pets shall not be kept, bred, or used for any commercial purpose. All cats, dogs, rabbits, and ferrets must be spayed or neutered by six months of age.
2. Pets must be confined to the pet owner's unit and must not be allowed to roam free or be tethered. Pets must not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier. Pets shall be exercised only off the premises of the building.
3. Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in trash receptacles. Cat litter may not be disposed of in toilets. No pet waste may be dropped in building trash containers unless securely double-bagged.
4. **Failure to properly pick-up/dispose of pet dropping** (on resident property/treelawn or adjacent properties) shall result in a \$25 fine for 1st offense; \$100 fine for 2nd offense; and revocation of Landlord permission to keep pet at the property for 3rd offense. If not paid for within 3 days of offense date, fines shall be paid for out of the resident Security Deposit.
5. Pet caregivers are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.
6. No pet shall be allowed to become a **nuisance or create any unreasonable disturbance**. Examples of nuisance behavior for the purposes of this paragraph are: **a.** Pets whose unruly behavior causes personal injury or property damage. **b.** Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for 1 hour or more to the disturbance of any person at any time of day or night. **c.** Pets in common areas who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a pet carrier. **d.** Pets who relieve themselves on walls or floors of common areas. **e.** Pets who exhibit aggressive or other dangerous or potentially dangerous behavior. **f.** Pets who are conspicuously unclean or parasite infested.
7. Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their units. Furthermore, nothing herein shall hinder full access to the apartments and the common areas by individuals with disabilities.
8. Feeding feral cats is unacceptable. Stray or injured feral cats shall be reported to the local animal control authority for rescue.
9. Residents are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as resident pets. No pet(s) of guests can stay in the unit for more than 24 hours. (Consecutive or staggered) in any one-year period without prior written permission of the property manager.
10. Pet caregivers shall indemnify Landlord/Management and hold it harmless against loss or liability of any kind arising from their pet(s).

Pet Deposit: Tenant shall deposit with Landlord the sum \$100.00 for each cat or dog that has Landlord written permission to reside at the Premises. Upon the expiration of the term of the Lease Agreement, Landlord agrees to return to Tenant said deposit in accordance with the terms and conditions contained in the Apartment Lease Agreement.

Enforcement: Any resident or managing agent personnel observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the pet caregiver in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed, and presented to the Landlord. If Landlord is in agreement with such complaint, the pet caregiver will receive written notice of the violation.

If upon the 2nd violation the problem is still unresolved, Landlord may require the permanent removal of any pet, if such pet is determined by Landlord to be a nuisance or a danger to the building and its residents. If so determined, the pet caregiver will have 3 days to remove the pet from the premises. The Landlord also has the authority to assess and collect fines for violations of the house rules pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.

Adapted from materials originally produced by the Hawaiian Humane Society. Information from The Humane Society of the United States (www.humanesociety.org)

I acknowledge I have read the pet policy and agree to all of its terms and conditions:

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Landlord/Landlord Agent: _____ Date: _____