



PET AGREEMENT

This Pet Agreement ("Agreement") is an addendum to that certain lease ("Lease") dated _____ between _____ ("Tenant") and Vancouver National Historic Reserve Trust (dba The Historic Trust) ("Landlord") for the leased Premises at _____, Vancouver, Washington 98661, and becomes a part of said Lease as if set forth there in its entirety.

WHEREAS the Tenant desires to keep a pet(s) "Pet(s)" on the Premises and the Lease prohibits the keeping of said Pets without permission of the Landlord, and **WHEREAS** the Landlord desires that tenants be able to have Pets and care for them in a manner which does not harm the buildings of which the organization is caretaker, **NOW THEREFORE**, the Landlord grants to the Tenant permission to keep the Pet described below on the Premises, subject to the terms and conditions set forth in this Agreement. Each Pet, up to two total, or fish aquarium requires a separate Pet Agreement form. Landlord reserves the right to amend terms and conditions at any time following a reasonable notice of 30 days.

A. PET AUTHORIZATION AND PET DESCRIPTION:

1. Tenant may not keep any Pet on the Premises unless specifically authorized by this Agreement. Each Pet must be covered by a separate agreement and this Pet Agreement is not transferable to another Pet.
2. The term Pet includes *only* common domestic animals, (i.e., cats, dogs, small birds and other small domestic pets, and fish) approved by Landlord. Exotic pets or pets of any other kind are prohibited. Dogs at maximum adult size must each not weigh more than 40 pounds nor stand more than 20 inches at the shoulder. Cats at maximum adult size must each not weigh more than 25 pounds. A fish aquarium may not be sized and hold more than 10 gallons. A tenant can have a maximum of two Pets (a Pet being a domestic animal as described above or a single 10-gallon aquarium) at any given time in accordance with the pet policy.
3. Tenant may keep only the one Pet described below on the Premises until the above referenced Lease is terminated unless another form is submitted for another Pet and approved.

(Attach photograph)

Type: _____ Breed: _____ Color: _____

Height _____ (in.) Weight: _____ (lbs.) Age: _____ Gender _____

Neutered? yes no Shots Current? yes no

B. PET REGULATIONS:

1. Tenants shall ensure their Pet is maintained indoors and not allowed to run at-large. Dogs and cats may be outside only when carried by the Tenant or on a leash in the presence and control of the Tenant, or responsible person authorized by the Tenant. Pets may not be chained or tied in any way to the exterior of any building or any other structure, fence, pole, or post. Tenants may not install fences or other related pet enclosures on the premises.
2. Common areas are not to be used for relieving pets. Tenants are responsible for cleaning up and properly disposing of pet waste. Any pet waste that is accumulated in a tray or other receptacle inside the Premises will be disposed of promptly and properly. Such trays or receptacles may not be left on exterior porches, decks, or patios.
3. Tenants shall take whatever steps necessary to assure that their Pet does not cause any type of nuisance or disturbance to other tenants or the general public.
4. Keeping any pet on the Premises that exhibits aggressive, threatening, or violent behavior is prohibited and, at Landlord's request, will be immediately removed from the Premises by the Tenant. At Landlord's sole discretion, breeds with a disposition of aggressive behavior may be prohibited.
5. Tenants shall comply with all applicable statutes, ordinances, restrictions, and other enforceable regulations regarding their pet, including animal cruelty, nuisances, licensing, and any requirement for shots. Tenants shall properly care for and maintain equipment, such as an aquarium, needed to sustain a Pet's life.
6. Tenant shall immediately notify Landlord of any personal injury or property damage, within the unit or on the grounds, caused by Pet. Any damage attributed to the Pet shall be paid promptly by Tenant.
7. Pets of guests or invitees of Tenant may be allowed on the Premises on a short-term basis, only with prior written approval of Landlord. Tenant shall be obligated to inform guests or invitees of the requirements herein and shall assure that guests or invitees of Tenant comply with all provisions of this Agreement.

C. INDEMNIFICATION AND HOLD HARMLESS:

Tenant, and any guest or invitee of Tenant, shall indemnify, defend and hold Landlord, the City of Vancouver, and Landlord's agents, directors and employees and City of Vancouver agents, directors and employees harmless for, from and against any and all causes of action, losses, damages, claims, or liability occurring in or about the Premises, Common Areas or parking areas, or any part thereof, arising at any time and from damage or injury to any person or property of others by any pet owned by Tenant or Tenant's guest or invitee. The provisions of this Section shall survive the expiration or termination of the Lease or this Agreement with respect to any claim, loss, damage, liability, or cause of action accruing or occurring prior to such expiration termination.

D. INSURANCE:

Before move-in of any Pet to the Premises, Tenant shall obtain and provide Landlord proof of liability insurance with a minimum limit of \$100,000 per occurrence to cover any damage or injury caused by Tenant's Pet. If possible, such policy shall name the Landlord as an additional insured. The certificates evidencing insurance will state that coverage will not be canceled or materially changed without thirty (30) days' advance written notice to Landlord and Landlord's agent, if a Tenants will provide renewal certificates at least thirty (30) days before any policy expires.

E. CONSIDERATION:

In consideration for Landlord's authorization for Tenant to keep the Pet, described in Section A above, on the Premises:

1. On or before the move-in date of any Pet (including aquarium) to the Premises, Tenant will pay Landlord a deposit of \$500.00 for each Pet (or aquarium). The pet deposit is in addition to any security deposit in the Lease and is made part of the security deposit for all purposes. This increase in the security deposit is

not refundable before the Lease ends, even if the Pet is removed from the Premises. The pet deposit is refundable only upon move-out and is transferable to other pets during tenancy. Any refund of the security deposit, including this increase, is governed by the terms of the Lease and the Tenant/Landlord Law.

2. Tenant will, upon execution of this agreement, pay Landlord \$500.00 as a one-time, non-refundable payment to offset the cost of extra cleaning and sanitizing of the Premises, as a result of the keeping of a Pet on the Premises, upon termination of the Lease.

F. CERTIFICATION AND ACKNOWLEDGEMENT:

I certify that my Pet has no history of any aggressive, threatening, or violent behavior. **I will keep the required insurance current and provide the required evidence of coverage.**

I acknowledge having received and reading a copy of this Agreement and further understand that violating the provisions of this Agreement may result, at Landlord's discretion, in termination of this Agreement and requirement that I immediately remove the Pet from the Premises. I understand that this does not prevent Landlord from pursuing any other or additional remedies Landlord may have under the terms of either this Agreement or the Lease.

Tenant: _____

Date: _____

Tenant: _____

Date: _____

APPROVED BY:

For Landlord: _____

Date: _____