

PET ADDENDUM

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This Pet Addendum (this "**Addendum**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[LANDLORD LEGAL NAME], with an address at [LANDLORD ADDRESS] (the "**Landlord**"); and

[TENANT NAME(S)], with an address at [PROPERTY ADDRESS] (the "**Tenant**").

Landlord and Tenant are each a "**Party**" and together the "**Parties**."

Recitals. The Parties are parties to a lease or rental agreement dated [LEASE DATE] for the premises located at [PROPERTY ADDRESS] (the "**Lease**"). The Lease otherwise prohibits or restricts animals on the premises. The Parties wish to permit Tenant to keep the pet(s) described below on the terms in this Addendum. This Addendum does not apply to a service animal or assistance animal that the law requires a Landlord to accommodate, which is governed by Section 8. In consideration of the mutual promises below, the Parties agree as follows.

1. Incorporation and Authorized Pet

1.1 Incorporation. This Addendum is incorporated into and made part of the Lease. Except as modified here, all terms of the Lease remain in full force. If a conflict exists between this Addendum and the Lease as to pets, this Addendum controls.

1.2 Authorized pet(s). Landlord authorizes Tenant to keep the following pet(s) (each, a "**Pet**") on the premises: type/species [TYPE]; breed [BREED]; name [NAME]; weight [WEIGHT]; age [AGE]; color/markings [DESCRIPTION]; license or registration number [NUMBER, if any].

1.3 Number and limits. Tenant may keep no more than [NUMBER] Pet(s) of the type(s) described above. No other animal may be kept, bred, or boarded on the premises, even temporarily, without Landlord's prior written consent through an updated addendum.

2. Fees and Deposits

2.1 Pet deposit. Tenant will pay a refundable pet deposit of [\$ AMOUNT], held and returned subject to the same rules and applicable state law that govern the security deposit under the Lease, to the extent a separate pet deposit is permitted by law.

2.2 Pet rent. Tenant will pay additional rent of [\$ AMOUNT] per month per Pet (the "**Pet Rent**"), due with the regular rent under the Lease.

2.3 Non-refundable fee. Tenant will pay a one-time non-refundable pet fee of [\$ AMOUNT], to the extent permitted by applicable law. Where local law limits or prohibits non-refundable pet fees, this provision applies only as the law allows.

3. Tenant Responsibilities

3.1 Care and control. Tenant will keep the Pet under control at all times, will not allow it to disturb neighbors or other residents, and will properly feed, house, and care for it.

3.2 Leash and common areas. In common areas and outside the premises, the Pet must be leashed, crated, or carried, and supervised. Tenant will not leave the Pet unattended in common areas.

3.3 Waste. Tenant will promptly and properly clean up and dispose of all Pet waste, indoors and outdoors, and will keep litter areas clean and odor-free.

3.4 Noise. Tenant will not allow the Pet to create unreasonable noise, including persistent barking, that disturbs others.

3.5 Vaccination and licensing. Tenant will keep the Pet currently vaccinated and licensed as required by applicable law and will provide proof on request.

4. Property Condition and Damage

4.1 No damage. Tenant will prevent the Pet from causing damage to the premises, including floors, carpets, walls, doors, blinds, landscaping, and fixtures.

4.2 Repair and cleaning. Tenant is responsible for the cost of repairing damage caused by the Pet and for any additional cleaning, deodorizing, or pest treatment needed because of the Pet, beyond ordinary wear and tear, regardless of the amount of any pet deposit.

4.3 Pests. Tenant is responsible for treating any flea, tick, or other pest infestation attributable to the Pet.

5. Liability and Indemnification

5.1 Liability for the Pet. Tenant is solely responsible for the acts of the Pet and will indemnify and hold harmless Landlord from any claim, injury, loss, or liability arising from the Pet, including bodily injury to any person and damage to any property, except to the extent caused by Landlord's gross negligence or willful misconduct.

5.2 Insurance. [OPTIONAL: Tenant will maintain renter's insurance with liability coverage of at least [\$ AMOUNT] that covers the Pet and will name Landlord as an additional interest on request.]

6. Rules and Restrictions

6.1 Community rules. Tenant will comply with all reasonable pet rules adopted for the property and with any applicable homeowners-association or condominium rules, which are incorporated by reference.

6.2 Prohibited conduct. The Pet may not be bred, kept for commercial purposes, or allowed to roam free. Dangerous or aggressive behavior is not permitted.

7. Default and Revocation

7.1 Breach. Failure to comply with this Addendum is a breach of the Lease. On breach, Landlord may, after the notice and cure period required by applicable law, revoke permission to keep the Pet and require its permanent removal from the premises, in addition to all remedies under the Lease and applicable law.

7.2 Immediate removal. If the Pet poses an immediate threat to health or safety, Landlord may require its immediate removal as permitted by applicable law.

8. Service and Assistance Animals

8.1 **No application to assistance animals.** This Addendum, including its fees, deposits, and pet rent, does not apply to a service animal or emotional-support or assistance animal that the Landlord is required to permit under the Fair Housing Act, the Americans with Disabilities Act, or applicable state or local law. Such animals are handled through the Landlord's reasonable-accommodation process and are not subject to pet fees or deposits to the extent the law so provides.

9. General Provisions

9.1 **Governing law.** This Addendum is governed by the laws of the State of [STATE] and the local laws applicable to the premises. The Parties submit to the jurisdiction of the courts located in [COUNTY, STATE].

9.2 **Notices.** Notices must be in writing and given in the manner provided in the Lease.

9.3 **Entire agreement; amendment.** This Addendum, together with the Lease, is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

9.4 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.5 **Counterparts and electronic signature.** This Addendum may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the Effective Date.

LANDLORD	TENANT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE or N/A]	Title: N/A
Date: _____	Date: _____

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