

ANIMAL AND BREED SPECIFIC HOUSING LICENSE AGREEMENT ADDENDUM

(Breed and size restrictions do not apply to service animals)

This addendum is hereby made a part of the housing license agreement by and between the Capstone On-Campus Management (Agent), the community, and the Resident(s) located at 518 W Fayette Street (Premises). Resident agrees to pay an additional non-refundable fee in the amount of **\$350** and to pay an additional monthly fee of **\$25**.

Upon signing the agreement, the Resident agrees to the following conditions and restrictions for the housing of no more than one animal within this community. The animal identified below is authorized to occupy these premises. No additional animals are allowed under this agreement. If a Resident acquires animal during the rent term, Resident must get prior approval from the Director of UMB Housing; pay the non-refundable fee and the additional monthly fee.

PET RESTRICTIONS:

MULTIPLE RESIDENTS: Each Resident who is assigned to the Apartment Unit must sign this Pet Addendum. Resident, Resident's guests and any occupants must follow all animal rules. The Resident who is the owner of the Pet is liable for damages and all other obligations set forth in this Pet Addendum.

The Resident agrees that animal/pet **does not exceed 40 pounds** at full grown and is not one of the **RESTRICTED BREEDS** as listed by the American Kennel Association. The foregoing applies to both purebred and mixed breed dogs.

The following pets are allowed but must comply with all pet rules included below and other applicable rules and restrictions included in this Pet Addendum:

- a. Small domestic rodents (hamsters, guinea pigs, rats, mice, etc.) must be housed in a steel or aquarium style secure cage (no plastic cages are allowed).
- b. Lizards, crustaceans, and amphibians must be smaller than two (2) feet in length at maturity and kept in an appropriate terrarium with secure top.
- c. Small birds (canary, finch, parakeet, etc.) must also be caged. These animals must remain in their cages at all times.
- d. Small fish aquariums will be allowed without a pet fee but must not exceed 10-gallon capacity. Oversized tanks (greater than 10 gallons) require a pet fee and proof of renter's insurance.

The following are not permitted: snakes, ferrets, squirrels, skunks, foxes, monkeys, pigs, chickens or any other farm animal, exotic felines, spiders and other insects, or any animal born in the wild.

Any individual found with an **unauthorized pet** on the property will be assessed a **\$500 fine** and will be responsible for the non-refundable fee and monthly fees if they apply to have the pet on the property.

The Resident is aware of any and all additional animal fees and non-refundable fees as defined in the license agreement and accepts responsibility for payment of the same. The Resident fully understands and agrees that should the animal become annoying, bothersome, or in any way a nuisance to other Residents, or to the apartment operation, the Resident will immediately, upon written notice from Management, remove the animal from the premises. Resident agrees to immediately pick-up and properly dispose of animal defecation. Fines of \$25/occurrence may be imposed if the Resident does not abide by this agreement. Description of the animal authorized under this agreement (photo attached), evidence such as necessary vaccinations from animal services or an authorized veterinarian, and proof of registration and licensing with Baltimore City:

Owner Name: _____

Unit: _____

DESCRIPTION OF ANIMAL(S):

Pet's Name: _____

Type: _____ Color: _____

Breed: _____

Weight: _____ Age: _____

City of License: _____

License No.: _____

Date of last rabies shot: _____

EMERGENCY INFORMATION FOR PET:

Veterinarian: _____

Address: _____

City/State/Zip: _____

Phone: _____

PET RULES: Resident is responsible for the pet's actions at all times. Resident agrees to abide by the following rules.

- a) Management will approve no more than two (2) free-roaming pets per unit.
- b) The animal must not damage any property belonging to the Landlord or others. The animal must be kept under control at all times and must be restrained, but not tethered, when outside of the Apartment Unit. The animal must not threaten any physical harm to anyone.
- c) The animal must wear the appropriate local rabies tag and a tag bearing the owner's name and phone number. All licenses and tags must be kept current.
- d) All dogs and cats must be spayed or neutered and appropriate documentation submitted with this addendum.
- e) Resident must control flea infestation and must contact Management to exterminate if necessary in any and all areas affected at Resident's sole cost.
- f) The animal must not disturb the neighbors or other Residents, regardless of whether the animal is inside or outside the Apartment Unit.
- g) Dogs, cats and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed. Inside, the animal may urinate or defecate only in a litter box with kitty-type mix.

- h) Resident shall not tie pet to any fixed object anywhere outside the Apartment Unit. Pet shall not be left in the Apartment Unit unattended for unreasonably long periods of time.
- i) Resident must hold/carry pet on a leash in the hallways to and from the Apartment Unit and in the passenger elevators. Resident shall determine that there is no objection before bringing a pet into an occupied passenger elevator.
- j) Any animal other than service/support animals are not permitted in laundry-rooms, offices, or lounges.
- k) Fayette Square parking garages are not acceptable locations to walk an animal. No Resident shall allow a pet to urinate or defecate in these areas.

VIOLATION OF RULES: If Resident, Resident’s guests or any occupant violates any rule or provision of the Pet Addendum (based upon Agent’s judgment) and Agent gives you written notice, Resident must permanently remove the animal from the Premises within forty-eight (48) hours of receiving written notice from the Agent. Agent also has all other rights and remedies set forth in the Housing License, including damages, eviction and attorney’s fees, to the extent awarded by a court.

COMPLAINTS ABOUT PETS: Residents must immediately and permanently remove the animal from the premises if Agent receives a reasonable complaint from a neighbor or other Resident or if Agent, in its sole discretion, determines that the animal has disturbed the neighbors or other Residents.

OUR REMOVAL OF PETS: In some circumstances, Agent may enter the Apartment Unit and remove the animal with one (1) days’ notice left in a conspicuous place. Agent can do this if, in Agent’s sole judgment, Resident has:

- abandoned the animal;
- left the animal in the Apartment Unit for an extended period of time without food or water;
- failed to care for a sick animal;
- violated Agent’s animal rules; or
- let the animal defecate or urinate where it is not supposed to.

LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC: Resident will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing and deodorizing. This provision applies to all parts of the Apartment Unit, including floors, flooring, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, and fixtures, as well as landscaping and other outdoor improvements. If items cannot be satisfactorily cleaned or repaired, Resident must pay Agent to replace them completely. Payment for damages, repairs, cleaning, replacements or other charges are due immediately upon demand.

As owner of the animal, Resident is strictly liable for the entire amount of any injury that the animal causes to a person or anyone’s property. Resident will indemnify Agent for all costs of litigation and attorney’s fees resulting from any such damage.

It is expressly understood that at no time shall the Resident apply any part of the pet fee towards such amount due, but rather, the Resident shall make restitution immediately and separately from the pet fee. It is further understood that restitution shall be made over and above any Additional Fee paid in accordance with this Pet Addendum.

MOVE-OUT: When Resident moves out, Resident will pay for defleaing, deodorizing and shampooing to protect future Residents from possible health hazards, regardless of how long the animal was there. Agent, not the Resident, will arrange for these services.

GENERAL: Resident acknowledges that no other oral or written agreement exists regarding animals. Except for special provisions noted above, Agent’s representative has no authority to modify this Pet Addendum or the pet rules and restrictions except in writing.

By signing below here, I agree to all the terms and conditions as it is written on the **ANIMAL AND BREED SPECIFIC HOUSING LICENSE AGREEMENT ADDENDUM.**

RESIDENT(S):

By: _____ (Owner Name)	_____	_____	_____
	(Resident/Owner Signature)	Apt/Bedroom	(Date)
By: _____ (Print Name)	_____	_____	_____
	(Resident Signature)	Apt/Bedroom	(Date)
By: _____ (Print Name)	_____	_____	_____
	(Resident Signature)	Apt/Bedroom	(Date)
By: _____ (Print Name)	_____	_____	_____
	(Resident Signature)	Apt/Bedroom	(Date)

CAPSTONE ON-CAMPUS MANAGEMENT, LLC:

MANAGEMENT (AS AGENT OF Maryland Economic Development Corporation):

By: _____ (Print Name)	_____	_____
	(Manager Signature)	(Date)