

PET AGREEMENT

EVERGREEN PROPERTIES

ADDENDUM TO RESIDENTIAL LEASE AGREEMENT CONCERNING THE PROPERTY AT _____ (street address)
_____ (city) Texas _____ (zip code) between Evergreen Properties as management company
for the landlord) and _____ (Tenant).

A. CONDITIONAL AUTHORIZATION: Evergreen Properties authorizes Tenant to keep those pet(s) described in paragraph B of this Agreement on the Property until the above referenced Lease (the Lease) terminates. Evergreen Properties, in Evergreen Properties' sole discretion, may terminate this authorization at any time if Tenant's right of occupancy is lawfully terminated or if Tenant, Tenant's guest(s), or other occupant violates the pet rules described in paragraph E of this Pet Agreement.

B. DESCRIPTION OF PET: Tenant may not keep any pet on the Property not specifically described in this paragraph.

Type: _____ Breed: _____ Color: _____
Weight: _____ Age: _____ Gender: _____ Name of Pet: _____
Neutered? _____ Declawed? _____ Rabies Shot Current?: _____
Name of Owner: _____

Type: _____ Breed: _____ Color: _____
Weight: _____ Age: _____ Gender: _____ Name of Pet: _____
Neutered? _____ Declawed? _____ Rabies Shot Current?: _____
Name of Owner: _____

C. CONSIDERATION: In consideration for Landlord's authorization to Tenant to keep the pet(s) on the Property, (Check (1), (2), or (3), or any combination):

(1) Tenant will pay to Evergreen Properties an additional amount of \$ _____, upon execution of this Pet Agreement as an increase in the security deposit. The increase in the security deposit is not refundable prior to the surrender of the Property by all Tenants, even if the pet has been removed. Refund of the security deposit is subject to all of the terms and conditions set forth in the Lease.

(2) The total monthly rent in the Lease is increased to \$ _____.

(3) Tenant will pay to Evergreen Properties a non-refundable fee in the amount of \$ _____ upon execution of this Pet Agreement.

D. LIABILITY. Tenant is responsible and liable for any damage to the Property caused by the pet(s). Tenant will pay all reasonable and necessary costs to clean, deodorize, deflea, or repair the carpets, doors, walls, draperies, wallpaper, windows, screens, furniture, appliances, sod, fences or walls, landscaping, and any other part of the Property. Tenant is liable for any personal injuries or property damage to others caused by the pet(s). Tenant indemnifies and holds Evergreen Properties harmless for all damages, costs of litigation, and attorneys' fees for any action brought by any person against Landlord related to any action by the pet(s). Each Tenant who signs this Pet Agreement is jointly and severally liable for any damages or obligations under this Pet Agreement, regardless of who owns the pet(s).

E. PET RULES. Tenant is responsible for all actions of the pet(s) and will abide by the following:

- (1) The pet(s) is not to disturb the rights, comforts, or conveniences of other persons near the Property.
- (2) When outside, the pet(s) is to be confined by fences or leashes under Tenant's supervision at all times.
- (3) The pet(s) is not to be tied to any fixed object on the Property.
- (4) Tenant must promptly remove any pet waste from the Property including the yard.
- (5) Tenant must immediately remove any offspring of pet(s) from the Property.
- (6) Any pet, other than a dog or cat, must be caged at all times.
- (7) Tenant must comply with all applicable statutes, ordinances, restrictions, owner association rules, and other enforceable regulations regarding pets in effect or as amended.
- (8) Tenant must keep pets' rabies shot current.
- (9) Tenant must abide by any amendment to these pet rule(s) after Evergreen Properties provides written notice of such amendment to Tenant.

- F. **VIOLATION OF PET RULES:** If any pet rules or any provision of this Pet Agreement is violated by Tenant, Tenant's guests, or other occupants, Tenant will, upon receiving written notice from Evergreen Properties, immediately and permanently remove the pet(s) from the Property. Evergreen Properties may remove or cause to be removed any pet which is in violation of this Pet Agreement, not confined, or not authorized by this Pet Agreement and deliver such pet to appropriate local authorities by providing Tenant with at least 24 hours written notice of Evergreen Properties' intention to remove the pet. Evergreen Properties may report any non-confined or unauthorized pets to the appropriate authorities. Tenant is responsible for any cost incurred by Evergreen Properties in removing or causing any pet to be removed. Evergreen Properties will use only humane and reasonable means to remove any pet and Evergreen Properties is not liable or responsible for any harm, injury, sickness or death of any pet which is properly removed pursuant to this paragraph.

- G. **ACCESS BY LANDLORD:** Tenant must remove or kennel any pet(s) at any time that the pet will or is likely to limit or prohibit Evergreen Properties reasonable access to the Property as authorized by paragraph 15 of the Lease. During the last 30 days of the Lease or any renewal Tenant must remove or kennel any pet that will or is likely to prohibit the showing of the Property to prospective tenants or purchasers.

- H. **SPECIAL PROVISIONS:**

 Tenant is responsible to have the carpet professionally cleaned and de-flea upon moving out and provide Evergreen Properties with the receipts of services performed. If the services are not completed Evergreen Properties will perform the services and deduct the charges from the tenant's Security Deposit.

- I. **GENERAL:** This Pet Agreement contains the entire agreement of the parties and both parties acknowledge that there are no other oral or written agreements relating to the pet(s). This Pet Agreement may be modified only in writing.

This is intended to be a legal agreement, binding upon final acceptance. READ IT CAREFULLY. If you do not understand the effect of this agreement, consult your attorney BEFORE signing.

**EVERGREEN PROPERTIES AS MANAGEMENT COMPANY
FOR LANDLORD**

By _____
Leasing Agent Date

Tenant Date

Tenant Date

Tenant Date