



TEXAS ASSOCIATION OF REALTORS®

PET AGREEMENT

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ADDENDUM TO RESIDENTIAL LEASE AGREEMENT CONCERNING THE PROPERTY AT

_____ (street address)
_____ (city) Texas _____ (zip code) between
_____ (Landlord) and
_____ (Tenant).

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

B. DESCRIPTION OF PET: No pet, including mammals, reptiles, birds, fish, rodents, or insects, may be kept on the Property unless it is specifically described in this paragraph.

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

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

Other (e.g. fish, birds, reptiles, etc.) and explain manner in which kept: _____

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

- (1) Tenant will pay to Landlord 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 Landlord 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 any pet. Tenant will pay all reasonable and necessary costs to clean, deodorize, deflea, and 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 any pet. Tenant indemnifies and holds Landlord harmless for all damages, costs of litigation, and attorney's fees for any action brought by any person against Landlord related to any act of any pet. 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).

Initialed for Identification by Tenants: _____ and Landlord _____

(TAR-2004) 10-01-97

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

- (1) No pet may disturb the rights, comforts, or conveniences of other persons near the Property.
- (2) When outside, any pet must be confined by fences or leashes under Tenant's supervision at all times.
- (3) No pet may 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 pet offspring 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, owners' association rules, and other enforceable regulations regarding pets in effect or as amended.
- (8) Tenant must keep rabies shot current.
- (9) Tenant must abide by any amendment to these pet rules after Landlord provides written notice of such amendment to Tenant.

F. VIOLATION OF PET RULES: If any pet rule or any provision of this Pet Agreement is violated by Tenant, Tenant's guests, or other occupants, Tenant will, upon receiving written notice from Landlord, immediately and permanently remove all pets from the Property. Landlord 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-hour written notice of Landlord's intent to remove the pet. Landlord may report any non-confined or unauthorized pets to the appropriate authorities. Tenant is responsible for any cost incurred by Landlord in removing or causing any pet to be removed. Landlord is not liable or responsible for any harm, injury, sickness or death of any pet which is removed pursuant to this paragraph.

G. ACCESS BY LANDLORD: Tenant must remove or kennel any pet at any time that the pet is likely to limit or prohibit Landlord reasonable access to the Property as authorized by the Lease. During the last _____ days of the Lease or any renewal period, Tenant must remove or kennel any pet that is likely to limit or prohibit the showing of the Property to prospective tenants or purchasers.

H. SPECIAL PROVISIONS:

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

The terms of this Pet Agreement are negotiable among the parties. 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.

Landlord Date

Tenant Date

Landlord Date

Tenant Date

By _____
as _____ for Landlord

Tenant Date

Tenant Date