

Pet Agreement /Application and Addendum—California

This Pet Agreement Addendum ("Addendum") between Patty Ochoa - Surfrider Villa, and _____, Renter/Client, is made a part of the rental agreement entered into between Surfrider Villa and Renter/Client on the _____ day of _____, 20____, whereby Surfrider Villa has rented to Renter/Client the premises situated at 313 Avenida Del Mar #A, in the City of San Clemente, County of Orange, State of California (hereinafter referred to as the demised premises).

1. Lessee has read, agreed to and signed the Pet Policy attached to this Addendum.
2. Owner agrees to permit Renter to keep the pet(s) described below:

Type of Pet	Name	Age	Color/Breed
_____	_____	_____	_____
MAX OF 2 PETS ALLOWED	XXXXXXXX	XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX

3. Lessee has provided evidence in the form of a receipt or other written verification from the municipality or veterinarian of the following: (attach to Addendum)

_____ License	Tag No. _____	Exp. Date: _____
_____ Evidence of Rabies Vacc.	Tag No. _____	Exp. Date: _____
_____ Evidence of Distemper Vacc.		Exp. Date: _____

4. Lessee herein provides the following information for pet care, and shall promptly notify Owner in writing of changes, if any.

Veterinarian

Name: _____
 Street Address: _____
 City/State/Zip: _____
 Phone No.: _____

5. Lessee agrees to pay an additional pet security deposit of \$500.00 Dollars for the pets listed above or any pets brought on to premises by renter or guests. This deposit is refundable as provided in the Pet Policy.

6. Renter agrees to pay to Surfrider Villa an additional pet cleaning fee of one hundred Dollars (\$100), which shall be added to Renters summary and final statement of rental fees.

_____ Initial

7. Lessee agrees to indemnify, hold harmless and defend Surfrider Villa's agents and employees of the property against all liability, judgments, expenses or claims by a third party for any injury against any person or damage to any property caused by any pet or

animal possessed or brought onto the demised premises by Lessee, or allowed by Lessee to be brought onto the demised premises.

8. Lessee agrees to comply with the terms of Addendum and the Pet Policy, and Lessee further agrees that failure to do so shall be grounds for immediate termination of rental agreement.

Renter's Signature: _____
Name (Printed): _____ Date: _____

Signature of Owner: _____
Name (Printed): _____
Date: _____

NOTICE: State law establishes rights and obligations for parties to rental agreements. If you have a question about the interpretation or legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person in your state.

Pet Policy—California

Name of Property: 313 Avenida Del Mar # A San Clemente, CA 92672

1. Any Renter wishing to bring pets onto the above named property must read, understand and abide by the rules outlined in this Policy, the primary purpose of which is to ensure that safe and sanitary surroundings are provided for all tenants, visitors and the owner's employees, to protect the physical integrity of the property, and to protect and provide for the well-being of the pets themselves.

2. The renter must register all pets with the owner. Permission to keep a pet is granted at the sole discretion of the Owner and will be based in part on the pet's own merit as well as the Lessee's ability to maintain proper control over it.

Types of Pets

3. The term "pet" refers to a domesticated species and genus of animal commonly recognized as a household pet, Limited to cats and dogs.

4. Assistive animals that provide assistance, service and support to a disabled person are not considered pets and are not limited by this Policy. However, they must be registered with the Owner.

5. Vicious pets, exotic pets or any poisonous or venomous pets will not be permitted.

6. Keeping aggressive dog breeds is expressly and absolutely prohibited and will be grounds for immediate termination of rental agreement.

7. Pets may not be kept or bred for commercial purposes while on the property.

8. Unauthorized pets, including pets of visitors or guests, will not be allowed on the property even on a temporary basis.

9. The maximum number of pets allowed for each unit is 2.

10. _____ Assistive animals will be counted toward the maximum number of pets allowed; or

11. _____
_____ The maximum size and weight of any dog may not exceed 30 pounds.

Restrictions

12. All cats and dogs must be restrained by a leash when in the common areas or on the grounds. Pets are not allowed on the following areas of the property:

13. All cats and dogs must wear a collar with identification tags that indicate the pet's name, the Renter's name and the Renter's address and telephone number.

14. All cats and dogs must be licensed in accordance with all applicable ordinances of the renter's home municipality and must display a current license tag on their collar.

15. All cats and dogs must have current rabies and distemper vaccinations and must display a current rabies vaccination tag on their collar.

16. All cats more than 6 months of age must have their front paws declawed.

18. Mistreatment, abuse or neglect of any pet will not be tolerated.

Condition of Property

19. The Lessee agrees to keep the unit in good condition and leave the premises Undamaged and good condition. An inspection by the Owner or employee at end of rental will be documented to assure that there are no damages caused by pets.

20. Presence of a pet may not interfere with maintenance or routine pest extermination of the unit. The Lessee is responsible for removing or protecting the pet when these procedures are requested or scheduled by the Owner.

21. The Lessee is responsible for keeping all areas where a pet is housed clean, safe and free of parasites, including fleas. Dog owners must immediately pick up and dispose of all dog waste deposited on property. Cat owners must place soiled litter in tied plastic bags and dispose of it in outside garbage facilities, **not the toilet system**. Litter boxes must be changed a minimum of once a week, or more often if odor problems occur.

Complaints and Warnings

22. The Lessee is responsible for keeping his or her pet from disturbing other lessees or becoming a nuisance. Nuisance may include chronic noise that disturbs other lessees; failure to properly dispose of pet wastes; and unleashed or unattended pets.

23. Complaints regarding failure to comply with this Policy will be telephoned to the Renter. If the complaint is determined to be valid, the Owner shall issue a warning to the Renter who must immediately remedy the situation. Additionally, a charge of one Dollar (\$1.00) shall be made for each warning issued.

24. A Lessee who fails to remedy the situation after 3 warnings will receive a 1 day notice to remove the pet. Threatening behavior, animal bites or attacks by a pet shall constitute grounds for immediate removal. If the renter fails to remove the pet after receiving notice to do so, the Renter shall be considered to be in breach of the rental agreement and may be evicted, and if so, will forfeit any pet security deposit.

Damages and Fees

25. The Lessee is responsible for and must immediately pay for the cost of all damages or injuries caused by his or her pet and will also be responsible for the full cost of flea extermination in the building that may be required because of the Lessee's pet.

26. There is an additional pet security deposit of Five hundred Dollars (\$500.00) due at the time the pet/s is/are registered and accepted, to be refundable within 14 days following the rental agreement expiration after all costs, if any, for the removal of all pet odor, wastes, hair and fleas, have been applied and all damage to the property, including the yard and building, has been repaired.

Acknowledgement

28. The Renter agrees that keeping a pet on the property is a privilege, not a right, and that the Owner reserves the right to prohibit or demand removal of any pet at any time.

29. The Lessee agrees to indemnify, hold harmless and defend the owner, agents and employees of the property against all liability, judgments, expenses or claims by a third party for any injury against any person or damage to any property caused by any pet or animal possessed or brought onto the property by the Renter, or allowed by the Renter to be brought onto the property.

I have read, understand and agree to the terms of the above Pet Policy.

Renter's Signature: _____
Name (Printed): _____ Date: _____