

FRANCISCAN VILLAGE ANIMAL OWNERSHIP RULES

(Including Pets and Assistance Animals)

Summary: "The TENANT is permitted to keep common household pets in his/her dwelling unit (subject to the provisions in 24 CFR Part 5 and the pet rules promulgated under 24 CFR Part 5). Any pet rules promulgated by the LANDLORD are attached hereto and incorporated hereby. The TENANT agrees to comply with these rules. A violation of these rules may be grounds for removal of the pet or termination of the TENANT's (pet owner's) tenancy (or both), in accordance with the provisions of 24 CFR Part 5 and applicable regulations and State or local law. These regulations include 24 CFR Part 5 (Evictions From Certain Subsidized and HUD Owned Projects) and provisions governing the termination of tenancy under the Section 8 housing assistance payments and project assistance payments programs."

- HUD 4350.3 Rev. 1, Change 3 Appendix 4-B 202/B Model Lease Section 16.



Current Revision: January 1, 2016

FRANCISCAN VILLAGE
ANIMAL OWNERSHIP RULES
(Includes Pets and Assistance Animals)

These rules are intended to serve as animal ownership guidelines for Franciscan Village.

DEFINITION

For the purpose of these rules, “animal” or “animals” refers to any animal, including assistance animals and pets.

For the purpose of these rules, “assistance animals” are defined as animals for the benefit of an individual with a documented disability.

For the purpose of these rules, “pet” is defined as domesticated small animals traditionally kept in the home for pleasure rather than for utility or commercial purposes. Pet is understood to be limited to litter box-trained cats, birds (specifically parakeets, canaries or finches), or fish.

These rules, in compliance with federal regulations, distinguish cats and assistance dogs from other pets as “fur bearing” animals. Except where otherwise indicated, these rules apply primarily to assistance dogs and cats.

ANIMAL REGISTRATION

Every animal must be registered with the management before moving in and thereafter annually on the anniversary date of admission per the rules below. Registration of assistance dogs and cats require proof of current dog or cat licensure, including up-to-date proof of inoculations, except where exempted by the rules below. Verification of an alternate caretaker are also required as discussed below.

ANIMAL RESTRICTIONS

Animals shall not be brought into public lobbies, dining areas, or other public gathering spaces unless the animal is an assistance animal. When animals are moved through the building to the outside, they must be moved from the resident’s apartment via the nearest outside exit, avoiding public areas as best possible.

ANIMAL OWNER LIABILITY

Residents owning animals shall be liable for the entire amount of all damages to Franciscan Village caused by their animal and all cleaning, de-fleeing and deodorizing required because of such animal. Animal owners shall be strictly liable for the entire amount of any injury to the

person or property of other residents, staff or visitors of Franciscan Village caused by their animal and shall indemnify the owner of Franciscan Village for all cost of litigation and attorney's fees resulting from such damage.

Residents owning assistance dogs and cats are recommended to file, with the management, a copy of a pet liability insurance policy indicating that the dog or cat owner is covered for personal liability up to \$100,000.00. Pet liability insurance can be obtained through most insurance agents and companies.

The pet liability insurance does not apply to “assistance animals.”

ANIMAL NOISE

No animal may make noise which disrupts other residents. Barking and/or whining dogs and crying or “caterwauling” cats will not be considered acceptable.

ANIMAL BEHAVIOR

No animal that bites, attacks or demonstrates other aggressive behavior toward humans may be kept in Franciscan Village.

SICK OR INJURED ANIMALS

No sick or injured animals will be accepted for occupancy without consultation and written acknowledgement of a veterinarian as to the condition of the animal's ability to live in an apartment situation. Acceptance regardless of documentation and consultation is the prerogative of the management. Admitted animals which suffer illnesses or injury must be immediately taken for veterinarian care at the resident animal owner's expense.

PET REGISTRATION

Prior to admittance of a pet or assistance animal into the facility, residents will be required to complete the following forms:

1. Animal Ownership Application
2. Questionnaire for Existing Animal Owners (where applicable)

PET RESTRICTIONS

No more than one fur bearing pet is permitted in an apartment. Tenants are not permitted to bring any type of pet other than assistance dogs, litter box-trained cats, birds (specifically parakeets, canaries or finches), or fish onto the premises.

PET AND ASSISTANCE ANIMAL SIZES

Assistance dogs shall weigh no more than 30 pounds at time of maturity and stand no more than 18 inches at the shoulder. They are not to exceed these height and weight restrictions. American Kennel Club's standards shall determine the height and weight after maturity of the breed. Pets acquired as puppies shall be understood to mature at the height and weight specified in the Kennel Club's standards.

Cats shall weigh no more than 15 pounds at maturity and can stand no more than 10 inches at the shoulder.

This provision does not apply to a dog that is an “assistance animal” for a visually impaired owner.

LICENSURE AND TAGS

Every dog (including assistance animals) and cat must wear the appropriate local animal license, a valid rabies tag, and a tag bearing the owner's name, address and phone number. All licenses and tags must be current.

INOCULATION

Cats must have current inoculation, as appropriate to the species including, but not limited to, feline distemper shots. Assistance dogs are recommended to have certificates of appropriate inoculations for heart-worm, parvo and rabies. Such tests, vaccines or shots shall be maintained on an annual basis, unless otherwise specified by a veterinarian.

The inoculation provision does not apply to “assistance animals.”

ALTERING

Female assistance dogs and cats over 6 months must be spayed, and males assistance dogs and cats over 8 months must be neutered, unless a letter is received from a licensed veterinarian giving medical reason why such action is detrimental to the pet's health. A verification letter that a cat or dog has been spayed or neutered is required prior to admission.

This provision does not apply to a female dog that is an “assistance animal” to a visually impaired owner.

LEASHES

Assistance dogs and cats shall be on hand-held leashes at all times outside the confines of the owner's apartment.

PET DEPOSIT (excludes fish and birds)

Each pet owner must provide a deposit in the amount of (\$300.00) in addition to the standard rental security deposit. This deposit shall be maintained in a separate account. The amount of the pet deposit is established to reflect the potential cost of replacing carpeting and other furnishings as a result of pet odors, stains and damage.

This fee also reflects the average pet deposit required by apartment facilities in the market area that permit pet ownership. Upon termination of residence by the pet owner, or removal of the pet from the owner's apartment, all or part of the deposit will be refunded dependent upon needed repairs and maintenance.

This provision does not apply to "assistance animals".

SANITATION

All assistance dogs and cats are required to be "house-broken." Assistance dog owners shall be responsible for the immediate clean up of feces after the exercise of their assistance dog, which must be done outside of the building. Assistance dog owners must bag and securely tie dog feces and deposit it in trash receptacles. Cats must be litter box-trained. Cat owners shall bag "kitty litter," tie securely and drop in specified trash receptacles.

FLEA CONTROL (Applies to ALL Fur-Bearing Animal Owners)

Upon admission of a fur-bearing animal, the fur-bearing animal owner shall be responsible for flea control. In the event that fleas are evident on the animal or in the unit, management will require proof that a flea control program, acceptable to management, will be maintained for the fur bearing animal.

Thereafter, the owner of a fur bearing animal shall file at intervals, determined by management, proof that the fur-bearing animal and/or the apartment is being sprayed (at resident's expense) for fleas by an accredited exterminator or as recommended by an exterminator.

NO VISITING PETS ALLOWED

These rules pertain only to residents and resident pet owners. No visiting pets are allowed.

ALTERNATE CARETAKER

Animal owners must supply management with the names of at least two persons who will be willing to assume immediate responsibility for the pet in case of an emergency (i.e., when the owner is absent or unable to adequately maintain the animal). Written verification of the willingness of these persons to assume caretakers responsibility is required. It is the responsibility of the animal owner to inform the management of any change in the names, addresses or telephone numbers of the persons designated as alternate caretakers. Any expense relating to alternate caretakers are the responsibility of the animal owner.

In cases of emergency, when the management is unable to reach the alternate caretaker(s), the owner agrees to allow management to place the animal in an appropriate boarding facility with all fees and cost born by the animal owner. Within five days of such an emergency, the resident, his agent, family or estate must make arrangements with the holder of said animal as to its disposition and shall be responsible for all obligations, financial and otherwise, in such disposition.

The resident animal owner absolves management and/or its agents of any or all liability, financial or otherwise, for action taken on behalf of the animal owner, or the well-being of the animal.

SHARED COST

Excrement disposal facilities, pet shelters, exercise areas or similar facilities which may be recommended by the animal owners will not be furnished out of project funds.

COURTESY

Franciscan Village recognizes that animals can be therapeutic for those who enjoy, own and care for them. However, animals can be threatening to others who, for whatever reason, are fearful of or allergic to animals. Please exercise common courtesy to residents and staff in dealing with your animal.

RULE ENFORCEMENT (Applies to ALL Admitted Animals)

Any tenant who receives three letters of violation of these rules and a letter of intent describing these violations from Franciscan Village's management, may be required, after private conference, to remove the animal from their premises, and provide management with a signed affidavit stating that the animal is no longer on their premises and will not return in the future. Misrepresentation of this affidavit will be grounds for eviction of the resident.

Management exercises the right to act immediately in insisting an offending animal be removed forthwith in situations deemed to be of an emergency nature. In such instances, management will act as specified in the section on “Alternate Caretaker” in removing a sick, diseased, injured and/or aggressive animal.

COMPLAINT PROCESS

Management of the Franciscan Village will establish a system for handling complaints regarding animal ownership.

FRANCISCAN VILLAGE

PET/ASSISTANCE ANIMAL APPLICATION

Resident Name: _____ **Apt. #:** _____

Type of Animal: _____ **Age of Animal:** _____

Name of Animal: _____ **Weight:** _____

1. How long have you owned this animal _____

2. Has your animal lived in rental housing before? _____ **If so, fill in the following:**

Name of apartment complex: _____

Manager's Name: _____

Telephone Number: (____) _____

3. Liability coverage:

Name of company: _____

Contact person: _____

Telephone number: (____) _____

4. Date of animal's last vaccination: _____

5. If you have a dog, what is the County License Number? _____

6. Has your animal been spayed or neutered? _____ **Yes** _____ **No**

If no, please explain: _____

7. If your animal is a cat, has it been declawed? _____ **Yes** _____ **No**

8. Name of persons who will take responsibility for the animal in case of emergency:

Name: _____

Address: _____

Phone Number: (Day) __ (____) _____

(Night) __ (____) _____

Name: _____

Address: _____

Phone Number: (Day) __ (____) _____

(Night) __ (____) _____

9. Veterinarian (who can verify inoculations):

Name: _____

Address: _____

Phone Number: __ (____) _____

This is to certify that all information is correct to the best of my knowledge; that I have read the Franciscan Village Animal Ownership Rules; and fully understand their content. I accept financial responsibility for the entire amount of any damages or injury to persons or property which may occur because of the animal.

(Signature)

(Date)