

PET AGREEMENT
Corner Oaks RV Park
832-725-1129

For property at:

Alvin, TX 77511

Pet Agreement Start Date: _____

Pet Agreement End Date: _____

It is the policy of this Landlord to not permit any animal weighing over 35 lbs. Exceptions will be considered on a case-by-case basis. If there is a Lease made between Tenant and Landlord, this Pet Agreement becomes part of the of the lease.

A. PET AUTHORIZATION AND PET DESCRIPTION.

1. Tenant may not keep any pet on the Property unless specifically authorized by this agreement. "Pet" includes any animal, whether mammal, reptile, bird, fish, rodent, or insect.
2. Tenant may keep the following pet(s) on the Property until the above-referenced *Pet Agreement End Date*.

Pet 1 Name: _____

Pet 1 Breed: _____

Pet 1 Weight: _____

Pet 1 Age: _____

Pet 2 Name: _____

Pet 2 Breed: _____

Pet 2 Weight: _____

Pet 2 Age: _____

B. CONSIDERATION (Pet Deposit). In place of a Pet Deposit, it is agreed between Tenant and Landlord that any violation of the Pet Agreement will be cause for Termination of the Lease, mandatory vacating of the Premise, and the Tenant's Security Deposit will not be refunded.

C. PET RULES. Tenant must:

1. Take all reasonable action to ensure that any pet does not violate the rights of other persons;
2. Comply with all applicable statutes, ordinances, restrictions, owner's association rules, and other enforceable regulations regarding any pet;
3. Keep the rabies shots of any pet current;
4. Confine any pet that is a dog or cat, when outside, by fences or on leashes under Tenant's control;
5. Confine any pet other than a dog or cat in appropriate cages at all times;
6. Promptly remove any pet waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards and decks; and
7. Promptly remove from the Property any offspring of any pet.

D. ACCESS. Tenant must remove or confine any pet at any time that pet is likely to limit or prohibit Landlord or other persons access to Property in its entirety for necessary work, upkeep, repair, or maintenance of Property.

E. DISCLOSURE CONCERNING PETS.

1. Is Tenant aware of whether any of the pets described under this *Pet Agreement* has ever bitten or injured another person?

If YES, describe date and circumstances:

2. Did the bite or injury result in any type of legal action taken against the pet's owner?

3. Is Tenant aware of whether any of the pets described under this Pet Agreement has any propensity or predisposition to bite or injure someone?

If YES, describe date and circumstances:

F. TENANT'S LIABILITY. Tenant is responsible and liable for:

1. Any damage to the Property or any item in the Property caused by Tenant's pet;
2. Any personal injuries to any person caused by Tenant's pet;
3. Any damage to any person's property caused by Tenant's pet.
4. Tenant will pay all reasonable costs that are necessary to clean, deodorize, de-flea, or repair any part of the Property, including but not limited to the carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, sod, yard, fences, or landscaping belonging to the Property and its buildings.

G. INDEMNIFICATION. Tenant will protect, defend, indemnify, and hold Landlord, Landlord's property manager(s), and Landlord's agents harmless from any damages, costs, attorney's fees, and expenses that are caused by the act of any pet of Tenant.

H. DEFAULT. If Tenant breaches any provision in this Pet Agreement, Landlord may exercise all or any of the following remedies:

1. Declare Tenant to be in default of this agreement and exercise Landlord's remedies for Tenant in default:
 - a. Terminate Tenant's right to occupy the Property by providing Tenant with at least one day written notice to vacate;
 - b. All unpaid rents which are payable during the remainder of the Property lease or any renewal period will be accelerated without notice or demand;
 - c. Landlord may exercise Landlord's Lien – a lien for unpaid rent against all of Tenant's nonexempt personal property that is in the Property and may seize such nonexempt property if Tenant fails to pay rent. (Subchapter C, Chapter 54, Property Code governs the rights and obligations of the parties regarding Landlord's lien, Landlord is entitled to receive.) Landlord may sell or dispose of any seized property in accordance with the provisions of § 54.045, Property Code.
 - d. Tenant will be liable for: (a) any lost rent; (b) Landlord's cost of reletting the Property including, but not limited to, leasing fee, advertising fees, utility charges and other fees reasonably necessary to relet the Property; (c) repairs to the Property for use beyond normal wear and tear; (d) all Landlord's costs associated with eviction of Tenant, including but not limited to attorney's fees, court costs, costs of service, witness fees, and prejudgment interest; (e) all Landlord's costs associated with collection of amounts due under this lease, including but not limited to collection fees, late charges, and returned check charges; and (f) any other recovery to which Landlord may be entitled by law.
2. Charge Tenant, as additional rent, an initial amount of \$250.00 and \$10.00 per day thereafter per pet for each day Tenant violates the pet restrictions;
3. Remove or cause to be removed any pet in violation of pet restrictions and deliver it to appropriate local authorities by providing at least 24-hour written notice to Tenant of Landlord's intention to remove the unauthorized pet; and
4. Charge to Tenant the Landlord's cost to: Remove any pet in violation of pet restrictions; Exterminate the Property for fleas and other insects; Clean and deodorize the Property and/or affected buildings belonging to the Property; Repair any damage done to Property and/or affected buildings belonging to the Property caused by the pet in violation of pet restrictions.
5. When taking any action under *Section H. DEFAULT* Landlord will not be liable for any harm, injury, death, or sickness to any pet.

I. PET DEPOSIT RETURN. In lieu of a Pet Deposit, it is agreed between Tenant and Landlord that any violation of the Pet Agreement will be cause for Termination of the Lease, mandatory vacating of the Premise, and the Tenant's Security Deposit will not be refunded.

Signatures on Following Page

This is a legally binding document. By Signing and printing your name, you are accepting the terms of this Agreement.

Tenant's Signature: _____

Tenant's Name: _____

Date: _____

Landlord's Signature: _____

Landlord's Name: _____

Date: _____