

ASSISTANCE ANIMAL ADDENDUM

Premises: _____

This Addendum is incorporated into and forms a part of the Residential Rental Contract ("Contract") between the Landlord and Tenant for the property.

The Tenant has shown a need for an assistance animal to help mitigate one or more symptoms or effects of a documented disability. As a result, the Tenant is allowed to have an assistance animal of the type specified below on the Premises under the following terms and conditions:

1. **Description of Permitted Animal** (*insert breed, color, age, weight, name, etc.*): _____

_____(the “Assistance Animal”)
The Tenant acknowledges and agrees that the terms and conditions of this Addendum apply solely to the Assistance Animal and not to any other animal, except as provided in Paragraph 2 below if the Tenant obtains another animal in compliance with those terms.

2. **Removal of Assistance Animal:** The Assistance Animal may be removed if the Landlord determines, based on clear and objective evidence of the animal's actual behavior, that it poses a direct and immediate threat to the health or physical safety of others that cannot be effectively mitigated or would cause significant and irreparable property damage that cannot be reasonably prevented or controlled. If removal occurs, the Tenant may obtain another approved assistance animal, subject to all the terms of this Addendum. However, unless the need for the assistance animal is readily apparent and undeniable, the Tenant must provide reasonable and sufficient supporting documentation demonstrating that the new animal will offer necessary and legitimate disability-related assistance or essential emotional support services.

3. **Damages:** The Tenant agrees to fully reimburse the Landlord for any primary or secondary damages caused by the Assistance Animal, whether the damage occurs within the Premises or in any shared common areas used in conjunction with them.

4. **Tenant Representation:** The Tenant certifies that, as required, the Assistance Animal has been properly licensed and vaccinated for rabies and any other necessary inoculations appropriate for its species.

5. **Tenant Responsibility for Care and Control of Assistance Animal:** The Tenant agrees to take full responsibility for feeding, maintaining, providing necessary veterinary care, and promptly cleaning up after the Assistance Animal. Additionally, the Tenant agrees that the Assistance Animal will not be tethered and, when outside the dwelling, will always be on a leash, carried, or kept within a secure, fenced-in area.

6. **Indemnity:** The Tenant agrees to take reasonable precautions to prevent the Assistance Animal from causing harm or damage to any person or property. Additionally, the Tenant agrees to indemnify and hold the Landlord and the Landlord's agents harmless from any liability, claims, or expenses arising from the Tenant's ownership or care of the Assistance Animal.

7. **Insurance:** If the Tenant is required to obtain and maintain a renter's insurance policy, the Tenant understands and agrees that the policy will include coverage for bodily injury and property damage caused by the Assistance Animal, as long as such coverage is available at no additional cost to the Tenant.

My State MLS of Real Estate®, Inc.

Tenant Initials _____

The My State MLS of Real Estate ®, Inc. does not guarantee the legal validity or sufficiency of any provision in this form for any particular transaction.

TENANT: _____(SEAL)

Date: _____
_____(SEAL)

Date: _____
_____(SEAL)

Date: _____
_____(SEAL)

Date: _____

LANDLORD: _____(SEAL)

_____(SEAL)

By: _____, AGENT
_____(SEAL)
Date: _____

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