

Pet Policy and Rules

Heaven State Properties, LLC.
1224 Mill Street Bldg. B, East Berlin, Connecticut 06023
Office: 203.568.2444 Fax: 203.841.1057

Addendum to the lease between Heaven State Properties, LLC and _____
address _____

1. Permission to keep a pet is granted at management's sole discretion.
2. Management may restrict pets to specific apartments.
3. Management reserves the right to modify its pet policy and pet lease terms upon renewal
4. Management may restrict certain breeds.
5. Requests to keep pets of any other species will be approved the management sole discretion.
6. Before acquiring a pet, resident must first obtain management approval and sign a pet lease.
7. Only the pet described and named in the pet lease are permitted. No additional or different pet is authorized
8. Unauthorized pets may not be kept in the apartments, even temporarily. Visiting pets are subject to the same restrictions as resident pets
9. All pets are to be licensed and vaccinated in accordance with local ordinances
10. Residents are responsible for ensuring that their pets do not disturbed or annoy other residents, guests or neighbors

Violations of this policy shall be considered a violation of a material term of the lease. The development manager may require the removal of a pet upon violation of these rules, or may commence eviction procedures.

DEFINITIONS

Pet - a domesticated animal of a species that is commonly kept as a household pet in the community. A cat, dog, or canary is an example of a domesticated animal that is commonly kept as a household pet. A monkey, snake or spider is an example of an animal that is not commonly kept as a household pet in the community.

Assistive Animal - an animal which provides assistance, service, or support to a person with disabilities and which is needed as a reasonable accommodation to such individual with disabilities (for example, a dog guiding an individual with impaired vision or alerting an individual with impaired hearing). An Assistive Animal shall be counted in the number of pets kept in a household.

TYPES AND NUMBER OF PETS ALLOWED

Only domesticated, common household pets will be allowed. Pets of vicious or aggressive disposition deemed by management to be potentially harmful to the health and safety of others are prohibited. Livestock, poisonous reptiles, amphibians or fish, rodents (except for hamsters, guinea pigs or gerbils), snakes, birds of prey, insects, and arachnids are strictly prohibited. Also prohibited are Doberman Pinschers, Akita, Chow Chow, Shar Peis, Dalmatian, Tosa Inus, Argentine Dogo, Fila Brasileiros, Bresa Canario, German Shepard, Pit Bulls, Rottweiler's and any mixed breed dog with identifiable characteristics specific to one of these breeds. Currently owned pets of these breeds or types will not be permitted to stay. No pet will be permitted which is expected to exceed 50 pounds in weight at maturity. All dogs and cats over the age of 6 months must be spayed or neutered unless the resident provides a certification from a licensed veterinarian that such procedure would jeopardize the medical well being of the pet. Heaven State Properties allows residents up to **2 pets** per apartment home (Breed restrictions applies).

PET OWNERSHIP RULES

1. Pets with a history of biting are not permitted at the property. Tenant agree and assume full responsibility for personal injuries or property damaged caused by the pet, and hereby agree to indemnify and hold the Landlord, Manager, agent for the Owner, harmless against any loss, or liability of any kind or character whatsoever resulting from the privilege of having a pet on the premises. You are responsible for the action of the pet at all times.
2. The tenant shall be responsible for proper care, including but not limited to flea control, yearly inoculations (certifications of which must be presented to the manager), and compliance with all applicable state and federal statutes, City ordinances, and all Authority rules and regulations.
3. The tenant shall keep the apartment and surrounding areas free of pet odors, insect infestation, waste and litter and maintain the apartment in sanitary condition at all times.
4. The tenant shall be responsible to clean up after their pet anywhere on this property including carrying a "pooper scooper" and disposable plastic bag any time the pet is outside the apartment. Pet waste shall be bagged and disposed of in appropriate trash receptacles. **Pet waste or pet litter shall not be deposited in the toilet.**
5. The tenant shall keep his/her pet inside the apartment at all times except for transportation on and off this property and daily walks for dogs. When outside the apartment, dogs must be controlled on a leash. Other pets shall be in suitable portable cages when outside the apartment. No animal shall be tied or chained outside the apartment.
6. Dogs shall wear a collar with a tag identifying the pet and its owner, with name, address and telephone number. This tag shall be required in addition to license, rabies vaccination and any other tag required by law.
7. The tenant shall pay promptly, upon receipt of a bill, for the cost of all materials and/or labor for repair of any damage caused by their pet.
8. The tenant shall be responsible for any pet-related insect infestation and shall pay promptly, upon receipt of the bill, for all materials and/or labor used for necessary extermination.
9. No pet is to remain unattended, without proper care, for more than 24 hours. The tenant shall designate one or more persons as an emergency contact that can tend to the pet if the tenant is unable to do so. In instances where a pet appears to have been abandoned for more than 24 hours, and an emergency contact cannot be located, the Management shall report the matter to the Connecticut for the Prevention of Cruelty to Animals or other applicable authority for its removal. If necessary, Management will enter the apartment, as in an emergency, to rescue the animal.
10. The tenant shall be responsible for insuring that the rights of other tenants to peace and quiet enjoyment, health, and/or safety are not infringed upon or diminished by his/her pet's noise, odors, wastes, or other nuisance.
11. The tenant shall be responsible for disposing of pet remains in accordance with Federal, State, and local laws, rules and regulations.
12. The tenant shall allow the Heaven State Properties, LLC to inspect their unit as required to ensure compliance with these rules.
13. A copy of these rules shall be given to every resident who registers a pet and additional copies will be available at the management office.
14. The landlord/property manager shall be responsible for maintaining records required by this policy including all pertinent pet-related information and documents supplied by tenants, periodic unit inspections, investigation of complaints regarding pets, billing for damages caused by pets and scheduling of repairs required because of pet action.
15. All complaints by other tenants or Heaven State Properties, LLC personnel regarding pets shall be referred to the Landlord/Property Manager.
16. These rules may be amended from time to time by the Heaven State Properties, LLC pursuant to Heaven State Properties, LLC policy and in compliance with all relevant statutes and regulations.
17. Residents are prohibited from feeding or harboring stray animals. Feeding or harboring a stray animal shall constitute keeping an animal without approval of Heaven State Properties, LLC Associates.

18. Residents shall **not** alter their apartment, patio or other area on Heaven State Properties, LLC property to create an enclosure for a pet.

LEASE ENFORCEMENT AND EVICTION POLICY FOR UNAUTHORIZED PETS OR OTHER VIOLATIONS OF THIS POLICY

1. All lease enforcement and/or eviction actions taken as a result of this policy shall comply with the Heaven State Properties, LLC Lease and Grievance Procedures.
2. All violations of this pet policy shall be dealt with as a material violation of the lease and appropriate lease enforcement actions up to and including eviction shall be taken.
3. After an unauthorized pet has been seen, a letter of violation will be given to the resident. This letter shall state that a resident must remove the pet within seven (7) days or eviction proceedings will commence. Seven days after this letter is given to the resident, the manager will inspect the apartment and verify whether or not the pet is gone.
4. If the resident still has the pet or has not otherwise responded to the 7-day letter, the resident will be served with notice of a private conference. If the resident fails to respond to the private conference, a 30-day notice to quit will be issued. If the resident responds, at the conference the resident must agree to correct the lease violation, provide alternative evidence and/or explanations that the violation has not taken place, already have corrected the problem or follow the procedures in this Pet Policy and Rules. The landlord/property manager shall follow up to verify that the resident has removed the pet or otherwise complied with this policy. Should the resident refuse to comply or if the resident has been a repeat offender of the Pet Policy, the landlord/property manager will proceed with eviction.

Type of
Pet _____ Breed _____ Age _____

Color _____ Height _____ Weight _____

Type of
Pet _____ Breed _____ Age _____

Color _____ Height _____ Weight _____

Tenant Signature: _____ Date

Heaven State Properties, LLC. _____ Date

All other terms of this lease will remain in existence. The carpet in this apartment (if applicable) are brand new and without pet stains

Nonrefundable Pet Fee \$125.00/per pet