



West End Properties, L.C.
5400 Overland Drive, Office
Lawrence, KS 66049



West Field Place, L.C.
204 Eisenhower Drive, Suite A
Lawrence, Kansas 66049

PET ADDENDUM

The Term of this Addendum shall be for the same period of The Lease Agreement including any extensions thereof. Landlord and Tenant hereby agree as follows:

1. Paragraph 13 of the Lease Agreement shall be modified and amended as follows:
 - (a) Tenant may keep the below described pet(s) on or at the premises. Tenant understands and agrees that Tenant shall be responsible for any and all damage, which may be caused by such pet(s).

PET DESCRIPTION

Species: _____ Breed: _____ Color: _____ Name: _____ Age: _____

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No other pets will be allowed at the Premises and any other pet allowed on the Premises constitutes a breach of the Lease. A maximum of two pets are allowed.

- (b) **PET URINE.** For the benefit of Tenant, no pet that is not completely housebroken should be allowed inside. Pet urine ruins carpet. It seeps into the base layers of and cannot be removed through the use of carpet cleaning. Further, attempts at cleaning the carpet often interfere with subsequent tenant’s ability to move in. This results in a charge to you for carpet cleaning **and** carpet replacement, as well as any damages incurred due to the subsequent tenant’s ability to move in. As such, when indicated through an inspection or the use of a moisture probe, it is best to replace a carpet immediately. Landlord, in Landlord’s sole and absolute discretion, will determine whether carpet needs to be replaced upon move-out, and Tenant shall be responsible for all charges as provided for herein. Tenant will be charged for removal of carpet, disposal, sealing of the subfloor, and carpet and pad materials and install. Tenant may ensure that is not subject to these charges by training or otherwise preventing their pet(s) from urinating on the carpet. See the Cleaning Charge List for additional information.
- (c) **SERVICE/SUPPORT ANIMALS.** If the pet(s) described above is an emotional support or service animal, or other legally protected animal qualifying as an accommodation, Tenant represents to Landlord that it has accurately and truthfully provided Landlord information about the pet(s) qualification or certification. Any breach of this provision or misrepresentation will be considered a material breach of this Lease. If Tenant is found to have misrepresented the status of the pet(s) described herein then Tenant shall be charged the pet deposit fee plus double the amount of pet rent for all months during which Tenant has occupied the Premises. Additionally, if Landlord allows Tenant to remain at the Premises following such breach, Tenant will be charged the pet rent for all future months.
- (d) It is Tenant’s responsibility to keep the premises clean of all feces and urine. Tenant shall be charged \$50.00 per incident per removal of pet waste and cat litter without warning. Proper disposal of cat litter (securely bagged) will be done on a frequent basis. Odors arising from cat litter will not be tolerated. **DOG FECES WILL BE PROPERLY PICKED UP AND DISPOSED OF AFTER EACH OUTDOOR USE!**

*****THIS LEASE AGREEMENT CONTAINS AN ARBITRATION PROVISION. FOR MORE INFORMATION SEE THE ‘DISPUTE RESOLUTION - BINDING ARBITRATION - ADDENDUM’ INCLUDED WITH THIS AGREEMENT.*****



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- (e) Tenant states that the pet(s) described herein has had all vaccinations as may be required by law and that the pet(s) is current on said vaccinations and in good health. Copies of such records shall be provided to Landlord.
 - (f) Tenant further agrees that the Tenant shall not breed or whelp said pet(s) nor allow any progeny of said pet(s) on or at the premises.
 - (g) Tenant agrees to follow all applicable laws which may govern the keeping of said pet(s) including licensing. Copies of any licenses shall be provided to Landlord.
 - (h) Tenant agrees that the Pet is spayed or neutered.
 - (i) In the event that extermination for any type of pest of infestation including but not limited to pet related pests, fleas, ticks, etc. becomes necessary, all expenses and costs thereof will be assessed to the Tenant.
 - (j) When maintenance work or personnel are scheduled to be at the property, Tenant agrees that they shall either be present at the scheduled time to control the pet, secure the pet in an area which will not interfere with the work or inspections being performed, or kennel/crate the pet.
 - (k) If pet cannot be trusted without the owner present, the animal must be secured in a kennel in case the apartment or town home must be entered due to an emergency.
 - (l) Landlord or Landlord's agents shall not be liable for any escape, injury, or death of the pet.
 - (m) Tenant warrants that the pet has no history of causing physical harm to persons or property, such as biting, scratching, chewing, etc. and further warrants that the pet has no vicious history or tendencies.
 - (n) Pets may not run loose on the grounds nor may pets be left tied up outside for any length of time. Tenants must accompany pets at all times when outdoors. Tenants may not keep dogs in garage.
 - (o) Tenant shall be strictly liable for the entire amount of any injury to any person or property caused by the pet and shall indemnify Landlord for all and all costs resulting from the same including but not limited to costs of litigation and attorney's fees.
 - (p) Tenant understands and agrees that in the event the pet(s) becomes a nuisance (as determined by Landlord) and/or complaints are received regarding said pet(s), the Landlord may upon thirty (30) days written notice to Tenant require the Tenant to permanently remove said pet(s) from the premises and revoke this addendum.
 - (q) If, in the Landlord's sole discretion, Tenant has abandoned the Pet, left it for any extended period without food or water, failed to care for the Pet if it is sick, then Landlord may, upon one day's prior written notice left in a conspicuous place, enter the dwelling unit to remove the Pet and turn the Pet over to a humane society or local authority. Landlord shall not be liable for loss, harm, sickness, or death of the Pet unless due to Landlord's negligence. Landlord has no lien on the Pet for any purposes, but Tenant shall pay for reasonable care and kenneling charges if Pet is removed in accordance with this provision.
 - (r) In the event the Landlord revokes this Addendum, all remaining terms and conditions of the agreement shall remain in full force and effect.
2. Upon the execution of this Addendum, Tenant shall deposit with Landlord, an additional security deposit pursuant to Paragraph 3 of The Lease Agreement, in the sum equal to **half of one month's rent**.
 3. Upon the execution of this Addendum, Tenant's rent shall increase by **\$30.00 per month per pet** pursuant to Paragraph 1 of the Lease Agreement.
 4. All other provisions of the Lease Agreement shall remain in full force and effect.

Executed and Dated: _____



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Tenant (Print & Sign)

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Landlord By: _____,
As agent for West Field Place, L.C.