



Davis Real Estate, Inc.

Pet Policy

1. Allowance of Pet(s)

- A. Some units do not allow **ANY** pets on the property. In pet-friendly units there may also be size, age, and weight restrictions.
- B. Due to insurance restrictions, the following dog breeds, full breed or mixed breed, are not permitted: Akita, Malamute, American Bull Terrier/American Bulldog, American Staffordshire Terrier, Chow, Coyotes and Wild Dogs, Doberman Pinscher, German Shepherd, Hybrid and Purebred Wolves, Korean Jindu, Pit Bull, Presa Canario, Rottweiler, Husky, and Staffordshire Bull Terrier. Dog breeds, other than those listed above, and cats are considered on a case-by-case basis.
- C. Any dog known to have vicious tendencies or known to have previously bitten someone are not permitted.
- D. Any dog or cat under the age of one year is not permitted.
- E. Ferrets are not permitted.
- F. All pet reptiles, amphibians, rodents, and birds must be caged.
- G. Birds are permitted in single-family homes with a pet deposit and fee. Birds are not allowed in apartments to avoid noise disturbances of other tenants.
- H. Small mammals, like a weasel, hamster, or mouse, are allowed with pet deposit and pet fee.
- I. Maximum of two dogs on the property based on size, with a total weight of 100 pounds or less.
- J. Agent will make the final determination as to the breed or classification of any animal in Landlord's sole and absolute discretion.
- K. Pet screening is done by petscreening.com and each pet is given a FIDO score. Pet eligibility is based on the final FIDO score. Screening cost is \$30 for the first pet and \$20 for each additional pet.
- L. Only the pet(s) screened with the FIDO score will be permitted on the property. No other pet is allowed on the property without the Landlord's written permission.
- M. Landlord may terminate Resident's occupancy rights in the premises if Tenant harbors any pet, including any visiting pet, for any duration. Tenant agrees to pay a \$100 inspection fee plus \$50 per day for any unauthorized pet on the premises until the pet is removed.
- N. Assistance animals (service animals, emotional support animals, companion animals) are not considered pets.

2. Rental Insurance

- A. In addition to the insurance requirements of the Lease, Tenant must have HO4 rental insurance that covers pets providing \$300,000 liability insurance to protect Tenant and Landlord. The policy must name DRE as an additional interest.

- B. Tenant must maintain this insurance through the entire Lease Term and any Renewal Term. Tenant will provide proof of insurance upon request. Tenant will notify Landlord within 10 days of changes to or cancellation of this policy.

3. Pet Fees and Deposits

- A. Pet screenings are priced as above.
- B. Tenant will pay a one-time non-refundable \$250 pet deposit and a one-time refundable pet deposit of \$250.
- C. Tenant will pay an additional monthly charge of \$25 for each pet under 30 pounds and \$50 for each pet over 30 pounds.

4. Pet Rules

Tenant must agree to the following:

- A. To keep the pet from causing any annoyance or discomfort to others and to immediately remedy any complaints concerning the pet;
- B. No outside shelters of any type may be erected for the keeping of pets;
- C. Tenant is responsible for any loss or damage caused by the pet. Tenant agrees that Landlord bears no responsibility for any damage, injury, or nuisance caused by the pet;
- D. To comply with all applicable statutes, ordinances, restrictions, owners' association rules and other enforceable regulations regarding any pet;
- E. To ensure the pet will not create any conflict or disturbance with others and will not threaten any physical harm to anyone;
- F. To keep the rabies shots of any pet current;
- G. To confine any pet that is a dog or cat, when outside, on leashes under Tenant's control and to confine any pet other than a dog or cat in appropriate cages at all times;
- H. To keep the pet under control at all times;
- I. To promptly remove any pet waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards, and decks. Owner may assess pet owner for cleanup of pet waste in common areas up to \$25 per occurrence, if within 20 feet of a residence;
- J. To keep the pet from damaging any property belonging to the Landlord or others;
- K. To immediately pay for any injury, damage, loss, or expense caused by the pet. In this regard, it is expressly understood that at no time shall the Tenant apply any part of the Pet Deposit towards such amounts due, but rather, the Tenant shall make restitution immediately and separately from the Pet Deposit. It is further understood that such restitution shall be made over and above any rent or deposit paid;
- L. To hold the Landlord harmless from all liability arising from the Tenant's ownership or keeping of the pet, including but not limited to any liability resulting from the Landlord turning said pet over to local pet policing authorities should the pet be found unsupervised;
- M. To control flea infestation and exterminate if necessary, and upon demand, in any and all areas affected with full cost to be paid by the Tenant;
- N. Carpets must be treated with an odor removing enzyme at time of move out and receipts must be given to the Landlord;

- O. Copies of pet records, pet photos, and Veterinarian contact information is required to be given to the Landlord;
- P. Tenant will clean up after the pet(s) in any area of the Property, including common areas;
- Q. Tenant will keep pet(s) inside the Property at all times, except when on a leash or otherwise restrained by and under the full control of the Tenant;
- R. Tenant will comply with all local ordinances regarding pet ownership, including licensing and vaccination; and
- S. Tenant will not permit pet(s) to interfere with the quiet enjoyment of other tenants on the Property or to become a nuisance as defined by state and/or local law.

5. Removal of Pets

- A. If Landlord determines that Tenant has not fulfilled Tenant's duties described in this policy, Landlord will provide a written warning to Tenant for the first offense. Tenant will be given 7 days to correct the situation.
- B. If Landlord determines a second time that Tenant has not fulfilled Tenant's duties described in this policy, Landlord will provide written notice to Tenant. Tenant will be given 5 days to remove the pet(s) from the Property. Failure to remove the pet(s) within the time provided will be considered a breach of the Lease and a Notice to Quit will be issued.
- C. All other terms and conditions of the Lease will remain in full force and effect. Tenant's failure to remove the pet(s) from the Property is a breach of the Lease, and Landlord will have all remedies as stated in the Lease.

6. 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 as permitted by the Lease.

7. Dangerous Dogs

Pennsylvania law makes it a summary offense for harboring a "dangerous dog". Under no Circumstances is a "dangerous dog" permitted on the property. A dog is considered dangerous under 3 P.S. 459-502-A where:

- A. The dog has done one or more of the following:
 - 1. Inflicted severed injury on a human being without provocation on public or private property.
 - 2. Killed or inflicted severe injury on a domestic animal, dog or cat, without provocation while off the owner's property.
 - 3. Attacked a human being without provocation.
 - 4. Been used in the commission of a crime.
- B. The dog has either or both of the following:
 - 1. A history of attacking human beings and/or domestic animals, dogs or cats, without provocation.
 - 2. A propensity to attack human beings and/or domestic animals, dogs or cats, without provocation. A propensity to attack may be proven by a single incident of the conduct described in paragraph A.