



VCJ Property, LLC
 220 MacFarlane Drive #902s
 Delray Beach, FL 33483-6821
 401-575-0328
<http://www.vcjproperty.com>

Captain Morse House
<https://captainmorsehouse.com>
 Indian Hill Road
<https://indianhillroad.com>

*VCJ Property, LLC
 Animal / Pet Agreement Modifying a Lease Contract*

PLEASE NOTE: This Is a Binding Legal Document – Read Carefully Before Signing. Pets or Animals (hereafter called “Animals”) are a serious responsibility for the tenant. If not properly controlled and cared for, Animals can disturb the rights of others and cause damages running into the thousands of dollars for which the Tenant will be held liable.

All deposits required will be paid within 30 days of the writing of the lease and in no case less than 1 day prior to occupancy. In consideration of their mutual promises, Landlord and Tenant agree as follows:

1. **LANDLORD** (as VCJ Property, LLC) has leased to TENANT the premises, described on the lease as described below. Tenant now wishes to have a Animal in contravention to section 3. Of the lease

2. **TENANT** _____ **LEASE TERM** _____

PROPERTY ADDRESS _____

3. **CONDITIONAL AUTHORIZATION FOR ANIMAL.** The Lease covering the Premises provides that Tenant shall not keep or bring onto the property Animals of any description without written permission from the LANDLORD which this document shall be. This authorization may be terminated sooner without refund if Tenants’ right of occupancy is lawfully terminated or if the Animal rules listed below are.

4. **ADDITIONAL SECURITY DEPOSIT.** \$ 500 per listed Animal. The total security deposit as required in the Lease shall be increased by the foregoing amount. Such additional deposit shall be considered as a general security deposit for any and all purposes. Refund of the security deposit shall be subject to all of the terms and conditions set forth in the Lease.

5. **ADDITIONAL ANIMAL FEE.** \$200 per listed Animal per week. Tenants shall pay the foregoing amount as a one-time fee which is **non-refundable**, to have the Animal in the Premises. This fee shall be in addition to any increase in the security deposit or rent.

6. **NO LIMIT LIABILITY.** The additional monthly rent and/or additional security deposit under this Animal Agreement is not a limit on Tenants’ liability for property damages, cleaning, deodorization, defleaing, replacements and/or personal injuries as set forth in this agreement.

A. Cleaning and Repairs. Tenants shall be jointly and severally liable for the entire amount of all damages caused by the Animal. If any item cannot be satisfactorily cleaned or repaired, Tenants must pay for complete replacement of such item without regard to depreciation. Animal odors and stains are “extraordinary damage” and NOT “normal wear and tear.”

B. Injuries. Tenant shall be strictly liable for the entire amount of any injury to any person or property caused by the Animal, and shall indemnify Landlord for all costs of litigation and attorney’s fees resulting from same.

7. **DESCRIPTION OF ANIMAL.** Only the following described Animal(s) are authorized to be kept in Tenants’ Premises. **NO substitutions are allowed.** No other Animal (including offspring) shall be permitted on the premises by Tenants or Tenants’ guests or occupants, at any time. **NO VISITING ANIMALS.**

8. **HOUSE BROKEN. Animals must be house broken.**

Name	1)	2)	3)
Breed			
Weight			
Age			
Last Rabies			
City/License			



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Dogs and cats must be spayed or neutered. Dogs must be recently shampooed with nails clipped. Bedding must be recently cleaned and new. An approved flea and tick treatment must be used such as (prescription), Frontline, Advantage or Seresto. Proof of these shall be provided via fax to 888-675-3294 or by email to info@captainmorsehouse.com

9. ANIMAL RULES- Tenants are responsible for the actions of the Animal at all times. Tenants agree to abide by the following rules:

a. Nuisance. Tenants agree that Animal(s) will not disturb the rights, comforts and conveniences of neighbors or other Tenants. This applies whether the Animal is inside or outside of Tenants' dwelling. Animal may not cause damage to the property.

b. Sanitary Problems. Guide animals for handicapped persons must be **HOUSEBROKEN**. All other Animals must be caged when owners are not present. Tenants shall not permit their Animal to defecate or urinate anywhere on the premises including the lawn, patio areas, walkways, stairs, stairwells, parking lots, grassy areas, or other places. Tenants must take their Animal off the property for that purpose.

c. Animals shall not be tied to any fixed object outside the Premises, including patio areas, walkways, stairs, stairwells, parking lots, grassy areas, or any other part of the property. This does not apply in fenced yards (if any) which are for Tenants' exclusive use.

e. Prohibited Areas. Tenants shall not permit Animals above the first / ground floor of the premises. No dogs are allowed on the furniture or on the beds at any time. Tenants are to provide their own dog beds and bedding that have been cleaned after the dog has been shampooed.

f. Feeding of Animals. Tenant's Animal must be fed only inside the kitchen of the Premises; This includes treats snacks and feeding by hand

g. Supervision. Animals shall be kept on a leash and under Tenants' supervision when outside the dwelling. Tenants agree to comply with all applicable governmental laws and regulations (Leash Laws).

h. Identification. Proper identification of the owner of the Animal must be displayed at all times on Animal collar.

10. ADDITIONAL RULES. Landlord shall from time to time have the right to make reasonable changes and additions to the above Animal rules, if in writing and distributed to all Tenants who are permitted to have Animals. No puppies (four (4) months or less) are allowed.

11. LIABILITY FOR DAMAGES, CLEANING, ETC. Tenants shall be jointly and severally liable for the entire amount of all damages caused by such Animal and all cleaning, defleaing, and deodorizing required because of such Animal. This applies to carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances and any other part of the Premises, landscaping, or other improvements on the property. If such items cannot be satisfactorily cleaned or repaired, Tenants must pay for complete replacement by Landlord. Payment for damages, repairs, cleaning, replacements, etc. shall be due immediately upon demand.

Tenants shall be strictly liable for the entire amount of injury to the person or property of others, caused by such Animal; and Tenant shall indemnify Owner for all costs of litigation and attorney's fees resulting from same.

ANIMAL DAMAGE OF ANY KIND IS NOT CONSIDERED NORMAL WEAR AND TEAR.

12. GENERAL. Tenants acknowledge that no other oral or written agreement exists regarding this Animal Agreement. Except for written rule changes pursuant to paragraph 13 hereof, Owner's representative has no authority to modify this Animal Agreement or the Animal rules unless in writing. This Animal Agreement and the Animal Rules shall be considered as part of the Lease Contract described above. It has been executed in multiple copies, one for Tenants and one or more for Owner.

13. Written notice regarding Animal(s) to any one party on the Lease shall constitute notice to all parties on the Lease.

***Tenant represents that Animal is a domesticated dog, cat or bird, is not vicious, and has not bitten attacked, harmed, or menaced anyone in the past. This agreement becomes a part of the Lease Agreement and any violation of the Animal agreement is a breach of the Lease.**

Tenant

Landlord

Signature

Date

Signature

Date

Norman Platt Johnson, manager
 version: 2020-06-01

support@captainmorsehouse.com
 General Support for all VCJ properties