**Garden City Tower**

**Pet Policy**

Pets will be permitted on the property subject to registration and authorization by management. Pets are not permitted on the property without management’s authorization, a Pet Agreement and Policy and addendum to lease Agreement signed by both management and the Tenant Pet Owner. If management refuses to register a pet, due to a pet rule violation, the Tenant Pet Owner will be served a written notice with an explanation. Assistance animals are not pets. Registration and a signed pet addendum must be completed before the pet is brought on the premises.

The following animals may be considered for authorization to reside as a pet at Garden City Tower.

1. Cats of a common household type only; limited to one per household.
2. Dog of the small common household variety and not to exceed twenty (20) pounds at full grown weight; limited to one (1) per household and registered with the city. Dogs of the following breeds are not allowed: Akitas, Alaskan Malamutes, American Pit Bull, American Staffordshire Terriers, Boxers, Bull Terriers, Chows, Dobermans, German Sheppard’s, Great Danes, Presa Canario, Siberian Huskies, Staffordshire Bull Terrier, Wolf Hybrids, (Any mixed breeds that are more than 50% of a breed listed above are also not allowed.) **In addition, any Pet that has a history of violent behavior is not allowed.**
3. Birds of small common household type; limited to two (2) per household that are contained in a cage.
4. Fish of the common household variety that are contained in a tank with a capacity not to exceed thirty (30) gallons; limited to one (1) tank per household.
5. Rodent of the common household variety including rabbit that are contained in a cage or tank.
6. Turtle of the common household variety that are contained in a tank with a capacity not to exceed thirty (30) gallons; limited to one (1) tank per household.

To receive authorization for your pet you will need to furnish us with a completed Pet Information Form completed by a licensed veterinarian. This form includes:

1. Statement and certification that the pet has received all the inoculations required by applicable state and local law.
2. Certification that female dogs and cats over 6 months have been spayed and males over 8 months have been neutered.
3. Certification that the front paws of cats have been de-clawed.
4. Certification that dog is not a breed listed on the list of breeds not allowed.
5. Certification as to weight of pet.
6. Certification that the pet is a common household pet.
7. A certification of the physical appearance of the pet..

In addition to the veterinarian certification the Tenant Pet Owner must supply the following:

1. Proof of registration of pets as required by state and local laws.
2. A photograph of the pet for our records to identify them. This photograph must match the physical description from the veterinarian.

Pet Requirements: Cats must be litter trained and a dog must be housebroken. Dogs must be licensed according to state and local laws and a license tag is to be worn by the dog. Dogs and cats must wear tags with owner identification and apartment number.

Deposit: Owners of a dog or cat are required to pay a refundable pet deposit. An initial deposit of $50.00 is due upon signing the Pet Agreement and Policy and the balance is payable on the first of each month in installments of $10.00 until the total amount of the pet deposit is reached. The required pet deposit is: **Dogs or Cats- $300.00**

The pet deposit will be used to pay reasonable expenses directly attributable to the presence of the pet in the owner’s apartment and on the property premises. Such expenses include (but are not limited to) the costs of repairs and replacements to, and fumigation of, resident’s apartment and the cost of animal care facilities, if necessary. If there are no expenses, the balance or unused portion of the pet deposit will be refunded after the resident and pet move from the property or the dog or cat is no longer in the unit.

Tenant Pet Owners, while not required, are encouraged to consider obtaining liability insurance as the Tenant Pet Owner may be liable for damages and/or injuries caused by the pet.

Tenant Pet Owner must provide name, address, and phone number of one or more responsible parties who will care for the pet if the Tenant Pet Owner dies, is incapacitated, or is otherwise unable to care for the pet.

**House Rules for Pets and Resident-Tenant Pet Owners:**

Leash and Hand Carry: All dogs must be on a leash upon leaving the apartment and while on property grounds. Both dogs and cats must be hand carried while on the elevator. Both cats and dogs must be appropriately and effectively restrained and under the control of an individual while on the property. No pets are permitted to walk in the community rooms, lounge, laundry rooms or offices. Pets may be walked in designated areas only.

Prohibited Areas: No pets of any kind are permitted in the common areas, except to enter or leave the building to and from the apartment.

Animal Neglect: If a resident is unable to maintain his or her pet and abuse or neglect of the pet occurs, management will report the incident to the Animal Protective Shelter or appropriate authority for action.

Loose Pets: On the occasion of a loose or unattended pet, management or staff will contact the Tenant Pet Owner. The Tenant Pet Owner must immediately come and get the animal. If the animal remains loose, management will contact the Animal Protective Shelter or local dogcatcher or other appropriate authority to pick up the animal and take it to the animal shelter.

Waste disposal:

1. Cats: Cat owners must have a litter box. Litter must be cleaned daily and removed twice weekly. The litter must be wrapped and sealed before being disposed of in the trash.
2. Dogs: Owners are not permitted to leave pet waste droppings anywhere on the property. Owners must carry a “pooper scooper” disposal bag and clean up after animal. The picked up droppings must be wrapped and sealed before being disposed of in the trash.
3. Other: Litter or other cage materials must be cleaned daily and removed twice weekly. The litter must be wrapped and sealed before being disposed of in the trash.

Litter Fee: An owner will be charged a litter fee of $5.00 per occurrence for failure to remove pet waste on the premises. Payment of the fee is due upon receipt of a notice of the violation.

Breeding Pets: Owner may not breed animals in their suite.

Tying of Pets: Pets may not be tied to trees, balconies or anywhere on the grounds.

Noise and Odors: Owners are responsible to control pet noise and odor.

Unattended Pets: Pets may not be left unattended for more than 12 hours for dogs and 24 hours for other pets.

Apartment Inspection: Management and their agent will have the right to inspect the Tenant Pet Owner’s apartment, upon notice, if written, complaints have been received or upon demand to the Tenant Pet Owner if management has reason to believe pet is a threat to the health and safety of other residents or the community.

Entering an Apartment: Management and their agent has the right to enter an apartment and remove a pet that has become vicious or is a threat to other residents only if the Tenant Pet Owner refuses to remove the pet or cannot be contacted.

**Enforcement of the Pet Agreement and Policy**

Procedures In the Event of Violation(s) of Policy:

A notice of the alleged pet violation will be served on the Tenant Pet Owner by:

1. Sending a copy by first class mail (properly stamped and addressed to the tenant at the dwelling unit with a proper return address), or
2. Giving a copy to any adult answering the door at the tenant's leased dwelling unit; or, if no adult responds, by placing the notice under or through the door; or by attaching the notice to the door.
3. Posting a copy in at least three conspicuous places within the building and maintaining the posted notices intact and in legible form for 30 days.

The notice will include:

1. A brief factual statement of how the alleged pet violation was determined and the pet rule(s) alleged to be violated, and
2. A statement that the Tenant Pet Owner has 10 days from the effective date of service of the notice to correct the alleged violation, or to make a written request for a meeting to discuss it, and
3. A statement that the Tenant Pet Owner is entitled to be accompanied by another person of his/her choice at the meeting, and
4. A statement that the Tenant Pet Owner's failure to correct the violation, or to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the Tenant Pet Owner's tenancy.

Pet Rule Violation Meeting:

If the Tenant Pet Owner makes a timely request for a meeting to discuss an alleged pet rule violation, Management must establish a mutually agreeable time and place for the meeting. The meeting shall take place no later than 15 days from the effective date of the notice. At the pet rule violation meeting, the Tenant Pet Owner and the Management will discuss any alleged pet rule violation and attempt to correct it. The Management may, as a result of the meeting, give the Tenant Pet Owner additional time to correct the violation.

Initiation of Procedures to Terminate a Tenant Pet Owner's Tenancy:

1. Management may not initiate procedures to terminate a Tenant Pet Owner's tenancy based on a pet rule violation unless: the Tenant Pet Owner has failed to remove the pet or correct a pet rule violation within the applicable time period and the pet rule violation is sufficient to begin procedures to terminate the Tenant Pet Owner's tenancy under the terms of the lease and applicable regulations.
2. Management may initiate procedures at any time in accordance with the provision of applicable State or local laws.

Notice of Pet Removal:

Management may serve a notice for the removal of the pet if they are unable to resolve the pet rule violation at the meeting, or it is determined that the Tenant Pet Owner has failed to correct the pet rule violation. The notice of pet removal must be served on the Tenant Pet Owner in accordance with paragraph 32-16 and must contain the following:

1. A brief factual statement of how the pet violation was determined and the pet rule(s) violated, and
2. A statement that the Tenant Pet Owner must remove the pet within 10 days of the effective date of the notice (or 10 days after the meeting if notice was served at the meeting); and,
3. A statement that failure to remove the pet may result in initiation of procedures to terminate the Tenant Pet Owner's tenancy.

Visiting Pets

Pets not owned by a resident are prohibited from being kept temporarily on the property premises.

Renewal of Authorization: A current Pet Information Form must be resubmitted each year at the time of recertification. If received in acceptable form the authorization will be continued for an additional year.

Revocation of Authorization: This authorization can be revoked by the management for violation of this agreement or other good cause. Such revocation will be given to Tenant Pet Owner in writing.

Discrimination: We will not discriminate against prospective tenants in admission to or current tenants in continued occupancy of housing because a family owns or keeps a common household pet in accordance with our policy.

Care of Pet: Name, address and phone number of two responsible parties who will care for the pet if the owner dies, is incapacitated, or is otherwise unable to care for the pet.

