

LEASE ADDITION # 1

BEVERLY HOUSING AUTHORITY
PET POLICY AND PERMIT

6/01

Purpose

The purpose of the Beverly Housing Authority Pet Policy is to insure that those residents who desire pets are responsible pet owners, and that those residents who do not desire pets are not inconvenienced by pets on the premises. It is also intended to assure that pets on the premises are properly cared for. Further goals of this policy are to assure a decent, safe and sanitary living environment for existing and prospective tenants, and to protect and preserve the physical condition of the premises and the financial interest of the Beverly Housing Authority ("BHA") in the premises. Pets may not leave owner's apartments except where noted. Such pets will not be allowed to roam either in the buildings or on the grounds.

**OWNING A PET WITHIN THE BEVERLY HOUSING AUTHORITY'S
PROPERTIES IS A PRIVILEGE THAT MUST NOT BE ABUSED.**

General Policy

All pets permitted within the Delacove Homes Apartments will be with the approval of the Executive Director. Permission to maintain a pet will not be unreasonably withheld if all the terms of this Pet Policy are met and the presence of the pet on the premises does not frustrate the purpose and goals of the Pet Policy as set forth above.

Security Deposit

A security deposit of \$200.00 for a cat or dog and \$50.00 for any other allowed pet type (see "Types of Pets Allowed") is required before entrance of a pet. This is an obligation generally imposed on tenants by terms of their lease. The BHA will use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet in the project, including (but not limited to) the cost of repairs and replacements to, and fumigation of the tenant's apartment. The BHA will refund any unused portion of the pet deposit to the tenant within 30 days after the tenant moves from the apartment. The pet deposit is not part of the rent payable by the tenant.

Damages

Pet owners are responsible for paying the total cost of repairing any damages caused by a pet to any property owned by the BHA in excess of the security deposit, whether the damages are within the apartment or outside on the grounds, including any part of the building itself. This includes furniture and shrubbery, walls, windows, rugs, etc. The Executive Director will assess reasonable costs for damages.

Tenants desiring pets must fill out a Pet Permit and sign this Pet Policy before any pet is introduced into the apartment. If the tenant refuses to sign, no pet will be permitted.

**GUESTS MAY NOT BRING THEIR PETS ONTO BEVERLY HOUSING
AUTHORITY PROPERTY AT ANY TIME.**

Type of Pets Allowed

Pets permitted per household include:

- one dog ; or
- one cat; or
- one bowl or tank of fish (maximum tank size-twenty gallon) ; or
- two caged birds (parakeets or canaries only) ; or
- one small caged animal (i.e. rabbit, Guinea pig, hamster or gerbil) .

Any exceptions are subject to the judgment of the Executive Director.

The City of Beverly must legally license all dogs and cats and a copy of the license must be submitted. All adult dogs must be housebroken. The weight of a dog may not exceed 20 pounds.

Neutering

Neutering of dogs and cats is strongly urged. If the tenant refuses to have a pet properly neutered and the pet is disruptive (howling, odors, spraying, etc.), it may be removed from the premises pursuant to any means or procedure referred to in the section of this policy on "Pet Removal".

Pet Offspring

No pet, already pregnant, may be introduced into any unit. No pet offspring will be allowed. Tenants are advised that pets that have become pregnant while residing in Housing Authority properties are often pets that have been allowed to roam, escaping the attention of their owner. Such pets and free-roaming pets may be removed from the premises pursuant to any means or procedure referred to in the section of this policy on "Pet Removal". Since the BHA strongly urges neutering, such cases will be looked upon with extreme disfavor.

Medical Care

A certificate or letter from the veterinarian, establishing that the pet is in good health and its shots are current, must be presented to the Executive Director before any pet is allowed in the apartment.

All shots must be kept up to date each year and proof submitted at tenant's annual re-certification.

Dogs and cats must have proper medical shots as listed:

- distemper and rabies for dogs and cats,
- others, as recommended by veterinarian or required by State or local law, ordinance or regulation.

Puppies and/or kittens may be admitted with the preliminary shot only, as long as the tenant provides proof within 3 months that the necessary succeeding shots are administered by a veterinarian.

The BHA strongly recommends that a tenant in the process of choosing a pet look either to the SPCA or another licensed animal shelter to find a suitable pet that needs a home.

If a tenant owns a pet that, in the opinion of a licensed veterinarian, requires extensive medical care that is beyond the financial means of the owner, the owner is advised to consult the Executive Director as to alternate means of payment before the pet is destroyed.

Pet Behavior

If , in the opinion of the Executive Director and after three warnings to the owner, a pet continues to be obstreperous, noisy, and a nuisance to neighbors, the pet shall be removed by any means or procedure referred to in the section of this policy on "Pet Removal".

If a pet jumps on, growls at or bites a resident, the pet may be removed immediately at the discretion of the Executive Director pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal".

Dogs: Dogs must be leashed or held by their owner when in transit. They may not roam at will. Pets are not allowed to defecate or urinate on BHA property. Owners must comply with the City of Beverly regulations on pet defecation.

The Beverly Code states, "No person owning, keeping or harboring a dog shall permit, suffer or allow said dog to do damage to any shrub, tree or other property on any street, park or other public place in the City of Beverly, soil, defile or commit any nuisance upon any sidewalk, pedestrian street crossing, school yard or municipal playground."

If a dog accidentally defecates on BHA property, the owner is responsible for removing and properly disposing of said waste. If not done, this will be grounds for removal of the pet pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal." If the dog urinates on the grass, shrubs, trees or flowers on BHA grounds, the owner is responsible for any and all replacement costs of damage incurred. The pet will be removed after three warnings pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal."

Cats: Cats will not be permitted outside of their apartment unless they are caged or held by their owner when in transit. They may not roam at will. Cats must use owner's litter pans and may not use the grounds to defecate or urinate.

Care of the Apartment

Apartments containing pets must be kept clean and free of odors at all times. The BHA strongly recommends de-clawing of cats, proper veterinarian care and neutering of all dogs and cats. (see section on "Neutering")

Commercial cat litter (not sand, newspaper or earth) must be used for cats. Pans must be cleaned daily and kept odor free. Litter must be disposed of in double, tied, plastic bags. **LITTER MUST NOT BE FLUSHED DOWN TOILETS, SINKS OR TUBS.**

Absence of Owner

No pet may be unattended for more than 24 hours. If a pet owner wants to go on vacation or becomes ill, arrangements must be made for proper care of the pet. If the Executive director finds the pet not properly cared for, the pet will be immediately removed pursuant to any available means or procedure referred to in the section on "Pet Removal."

Pet owners must leave with the Executive Director the name and address of a person to contact if the tenant cannot take proper care of their pet.

Abuse of Pets

TENANTS ARE REMINDED THAT PETS NEED LOVE, PROPER FOOD, FRESH WATER, PROFESSIONAL HEALTH CARE AND GOOD GROOMING. DOGS REQUIRE WALKING AS NEEDED.

If, in the opinion of the Executive Director, a pet is not properly cared for, the pet will be removed after one warning pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal." If a pet is physically abused, the pet will be immediately removed pursuant to any available means or procedure referred to in the section of this policy on "Pet Removal."

Pet Removal

A pet may be removed from the premises pursuant to any State or local laws, ordinance or regulations, or pursuant to the BHA grievance hearing procedure. The BHA reserves the right to choose the most expeditious remedy, process or procedure available according to the circumstances or urgency of the case.

In the event that State or local laws, ordinances or regulations differ or conflict with the provisions or requirements of the BHA grievance procedure in any way, The Executive Director may pursue the most expeditious remedy or procedure, including any State or local remedy or procedure to the exclusion of the BHA grievance procedure as permitted by law and 24 Code of Federal Regulations Part 942.

Nothing prohibits the BHA or an appropriate community authority from requiring the removal of any pet from a premises, if the pet's conduct or condition is duly determined to constitute, under the provisions of State or local law, a nuisance or a threat to the health or safety of other occupants of the BHA premises or other persons in the community where the project is located. This includes, but is not limited to, situations in which immediate action is needed for removal of any pet from the premises pursuant to State or local laws, ordinances or regulations to preserve the health, safety, welfare or right to peaceful enjoyment of the premises of any person.

Tenants are advised that pets may, among other things, be seized, impounded and disposed of, for a variety of state and local animal violations including, but not limited to: stray pets, pets creating a threat to public health, safety or welfare, injury caused by pets and cruelty to pets.

In cases in which State or local remedies, processes or procedures are not initially utilized for removal of the pet, any decision made by judgment of the Executive Director that a pet must be removed from the premises shall be presented in writing to the owner, in which case the owner may request a grievance hearing pursuant to the BHA grievance.

Death of Pet

The pet owner is responsible for arranging for disposal of any dead pet. The remains of the pet must be removed from the BHA property.

When you vacate

The pet owner must pay full fees for professional rug shampooing, deodorizing and/or de-fleaing of the apartment if, in the judgment of the Executive Director, it is necessary before a new tenant can take possession of the apartment and such fees are in excess of the security deposit.

Incorporation into Lease

This Pet Policy is incorporated by reference into the Lease of each Tenant of the Beverly Housing Authority. The Pet Policy shall be publicly posted in a conspicuous manner in the BHA's office and shall be made available to any Tenants.

Miscellaneous

Captions. Captions or paragraph headings contained in this Lease are set forth for convenience of reference only and do not affect the substance of the paragraphs or captions.

Counterparts. The signing of this Pet Policy by the Tenant and BHA may be executed in several counterparts, each of which shall be considered to be an original.

Survival of Portions of the Policy. If any portion of the Pet Policy is invalid or contrary to law, the rest of the policy shall remain in effect.

No Waiver. The failure of the BHA or the Tenant to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other causes.

BEVERLY HOUSING AUTHORITY
PET PERMIT

Parties and Dwelling Unit

The parties of this permit are the Beverly Housing Authority ("Management") and

Tenant Name _____
Address _____

The tenant is allowed the following pet: _____

Pet Security Deposit: The tenant has deposited \$_____ with the Beverly Housing Authority. The Beverly Housing Authority will hold the pet security deposit until the tenant vacates the apartment.

License: The tenant agrees to file a copy of any Municipal Registration or license with the Housing Authority **before the pet is admitted** and to keep same current. Proof must be submitted at each annual re-certification.

Inoculations: The tenant agrees to keep the pet properly inoculated for rabies and distemper and to keep same current. Proof must be submitted **before the pet is admitted** and at each annual re-certification.

Damages: The tenant agrees to assume all personal financial responsibility for damages to any personal or project property caused by the pet and assumes personal responsibility for personal injury to any party caused by the pet.

Emergency Provision: The following person(s) have agreed to be responsible for taking care of the pet in the absence of the pet's owner:

Name _____
Address _____
Phone # _____

Failure to Comply with Pet Policy: The tenant agrees to comply with the rules of the BHA Pet Policy. Any violation of the rules of the BHA Pet Policy may be grounds for removal of the pet or termination of the pet owner's tenancy (or both), in accordance with the provisions of 24 CFR Part 942 (governing pet ownership in public housing, 24 CFR Part 966 (governing lease and grievance procedures), New Jersey State Law and local law.

Tenant Signature and Date

Beverly Housing Authority

By: _____