



Office: 406-586-0585

Fax: 406-587-7692

info@creekstopeaksrentals.com

www.creekstopeaksrentals.com

Assistance Animal Agreement

This agreement is an integral part of the management agreement dated _____ between Gallatin Creeks to Peaks Property Management, LLC. (Agent) and _____ (Owner) of the property located at _____.

This agreement grants permission to _____ (Tenant) in the above named premises to keep the below named animal(s), subject to the following:

If this is for an assistance animal please refer to the Montana Fair Housing website www.montanafairhousing.org for all the proper paperwork.

This permission extends only to the specifically named animal(s):

Animal 1:

Name: _____ Type of Animal: _____

Breed(s): _____ Color(s): _____

Sex: M F Spayed/Neutered: YES NO

Weight: _____ lbs. Age: _____ Years _____ Months

City/State of Animal License: _____, _____ Animal License #: _____

Rabies Vaccination #: _____

Animal 2:

Name: _____ Type of Animal: _____

Breed(s): _____ Color(s): _____

Sex: M F Spayed/Neutered: YES NO

Weight: _____ lbs. Age: _____ Years _____ Months

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City/State of Animal License: _____, _____ Animal License #: _____

Rabies Vaccination #: _____

Please provide copies of Bozeman Animal License and vaccination records.

Veterinarian: _____

Address: _____

Phone: _____

1. **A picture of the above named animal(s) is to be submitted with this form.**
2. Tenant(s) agree that the Manager has the right to remove an animal permanently from the premises if animal becomes a nuisance, causes disturbances or damages the premises or personal property belonging to the premises. Refusal to comply shall cause a termination of the Rental Agreement and immediate eviction. (With proper notice)

Examples of such behavior include, but are not limited to:

- a. Personal injury or property damage caused by unruly behavior.
 - b. Animals that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for ½ hour or more to the disturbance of any person at any time of day or night.
 - c. Animals that relieve themselves on walls or floors of common areas and rental unit.
 - d. Animals who exhibit aggressive or vicious behavior.
 - e. Animals that are conspicuously unclean or parasite infested.
3. No additional animals of any kind are authorized under this agreement, even temporarily. No other animal(s) shall be allowed to be on the premises unless written permission is received from the Manager and an additional consent form executed. Animals of guests are not allowed inside premises.

4. Tenant is required to follow the Rules and Care of Animal below:

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RULES AND CARE OF ANIMAL:

- A. Tenant(s) agrees that the animal(s) named and described above will be confined to the Tenant's rental premises at all times, except when on a leash, not to exceed four (4) feet in length, and accompanied by and/or under the control of the tenant.
- B. At no time will the animal be left unattended when out of the tenant's unit.
- C. Tenants who walk animals are responsible for immediately cleaning up after their animals, and discarding the securely bagged animal droppings in an appropriate trash receptacle on a daily basis. This applies to common areas as well as in all areas of the building in which the premises are situated. If tenant does not clean up after animal(s) Manager reserves the right to institute a monthly common area maintenance fee to cover the cost of removal. If tenant lives in a unit with common areas shared with other tenants, the tenant will be responsible joint and severally for the condition of the common area regarding animal damage and feces.
- D. Dogs are required to be "house-broken."
- E. No animals may be kept, bred or maintained for any commercial purposes.
- F. Tenant agrees that no offspring will be allowed to remain on the premises.
- G. Tenant agrees not to leave their animals unattended for any unreasonable length of time.
- H. Tenant agrees not to leave food or water for their animals outside their dwelling.
- I. Tenant understands that feeding, caring for, or otherwise aiding stray animals is prohibited.
- J. Tenant shall take precautions to eliminate animal odor within the unit or about the premises.
- K. Tenant will provide adequate and regular veterinary care of animal.
- L. Tenant having the animal agrees not to breach any type of health or safety codes or any local, state or federal laws or regulations by having the animal.
- M. Manager may require more frequent housekeeping inspections for Tenant's with animals.

5. ANIMAL DAMAGES:

Manager shall not be liable for any damages to person or property caused by the animal (named and described above) and Tenant hereby agrees to hold Manager harmless from such liability. Tenants who own animals shall be liable for the entire amount of all damages caused by their animal and all cleaning and deodorizing required because of such animal. Animal owners shall be strictly liable for the entire amount of any injury to the person or property of other Tenants, staff or visitors on the premises, caused by their animal. (Animal liability insurance can be obtained through most insurance agents and can be included in renters' policies.)

Tenant is responsible for any and all damages caused by the animal and agrees to reimburse Manager for all such damage. If Tenant does not pick up after their animal and Manager must hire someone to do so, a monthly common area maintenance fee will be instituted to cover the cost of the service and administrative time involved. If the tenant lives in

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a unit with commonly shared outdoor space the tenant will be joint and severally liable for the condition of the landscaping regarding animal feces. Tenant also understands that any damage to the landscaping or lawn area (bare patches, worn paths, etc.) will be replaced with new landscaping and lawn will be re-sodded. The amount of damage shall be assessed to the next month's rent and is payable as additional rent due at that time. (See Rental Agreement dated: _____).

It is also understood and agreed that Tenant will permit the Manager to professionally fumigate the premises, including any grounds for fleas and ticks and clean all carpets when Tenant vacates the premises If such service is required it will be at the sole expense of the Tenant.

6. ADDITIONAL COVENANTS:

I accept financial responsibility for the entire amount of any damages or injury to persons or property which may occur because of my animal. I have received a copy of the animal lease and agree to comply with its terms. I understand that violation of any of these rules may be grounds for removal of my animal and/or termination of my tenancy. Should it become necessary for the manager to obtain an attorney for the collection of any sums due under the terms of the lease, tenant agrees to pay all reasonable attorney's fees incurred plus any related costs and expenses whether or not suit is filed, and pay any collection agency fees. In the event that any of the terms of this lease shall be determined invalid by the courts, the remainder of the lease shall remain valid.

RELEASE:

The Tenant understands when signing this document that Manager may be delayed in assisting a Tenant in an emergency situation if the Tenant's animal prohibits entry to the apartment or otherwise indicates aggressive or protective behavior, appropriate emergency persons would be called to resolve the situation at Tenant's expense. The Tenant, therefore, will not hold Manager responsible for personal damages or problems resulting from the delay.

Agent Signature: _____ Date: _____

Owner Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Tenant Signature: _____ Date: _____

Initial _____