

# KINGSPORT HOUSING AND REDEVELOPMENT AUTHORITY

## PET RULES AND REGULATIONS

### I. SELECTION CRITERIA:

#### A. APPROVAL

Prior to accepting a pet for residency, the pet owner and KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY must enter into a "Pet Agreement" (Exhibit A). In addition, the pet owner must provide to KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY proof of the pet's good health and suitability under the standards set forth under "Basic Guidelines" in criteria. In addition, for the case of dogs and cats, proof must be given, and renewed annually, of the animal's licensing and vaccination record, together with proof of spaying or neutering (Exhibit B).

#### B. Basic Guidelines

1. Under no circumstances will the following breeds be allowed on KHRA property:

- \* **Pit Bulls**
- \* **Rottweilers**
- \* **Doberman Pinschers**
- \* **Wolf Hybrids**

The following types of common household Pets will be permitted under the following criteria:

##### a. Dogs

- \* **Maximum number-one (1)**
- \* **Maximum adult weight-25 lbs.**
- \* **Must be housebroken**
- \* **Must be spayed or neutered**
- \* **Must have all required vaccinations**
- \* **Must be licensed**

##### b. Cats

- \* **Maximum number-one (1)**
- \* **Must be trained to the litter box or other waste receptacle**
- \* **Must be spayed or neutered**
- \* **Must have all required vaccinations**
- \* **Must be licensed**
- \* **Must be de-clawed .**

##### c. Birds

- \* **Maximum number-one (1)**
- \* **Must be enclosed inside of cage at all times**

##### d. Fish

- \* **One aquarium only-maximum size is 50 gallons**
- \* **Must be maintained on approved stand**

- e. Rodent (Rabbit, guinea pig, hamster, or gerbil ONLY)
    - \* **Maximum number 2**
    - \* **Must be enclosed inside of cage at all times**
    - \* **Must have any or all inoculations as specified now or in the future by State Law or local ordinance**
  
  - f. Turtles
    - \* **Maximum number 1**
    - \* **Must be enclosed in an acceptable cage or container at all times**
3. Pets Temporarily on the Premises
- \* **Pets which are not owned by a tenant will not be allowed *except* when the animal is necessary to assist, support or provide service to a person with disabilities.**
  - \* **Residents are prohibited from feeding or harboring stray animals**
4. **The pet owner must supply Kingsport Housing & Redevelopment Authority a photo of the pet (cat, dog, bird, etc.) which will identify it.**

## II. PET DEPOSITS

- A. A **Pet deposit** of \$300 shall be required for all dogs and cats. Management reserves the right to change this deposit amount at any time.
  
- B. Resident's liability for damages and expenses caused by his/her pet is not limited to the amount of the pet deposit and the resident will be required to reimburse KHRA for the real cost of any and all damages caused by his/her pet where they exceed the amount of the pet deposit.
  
- C. All units occupied by a dog or cat will be fumigated upon being vacated by the animal. Infestation control in the unit by fleas, ticks, etc. shall be the responsibility of the pet owner. Infestation of adjacent units or common areas attributable to a specific pet shall be the responsibility of the pet owner, who shall be liable for the cost of correcting the infestation.

## III. PET RULES

### A. ALL PETS

- 1. Pet owners shall keep their pets under control at all times. Pet owners shall assume sole responsibility for liability arising from any injury sustained by any person attributable to their pet.
  
- 2. **ANY PET WHO CAUSES BODILY INJURY TO ANY TENANT, GUEST OR STAFF MEMBER SHALL BE IMMEDIATELY AND PERMANENTLY REMOVED FROM THE PREMISES WITHOUT PRIOR NOTIFICATION.**

3. Resident pet owners agree to control the noise of his/her pet such that it does not constitute a nuisance to other tenants. Failure to so control pet noises may result in the removal of the pet from the premises.
4. **No pet (excluding fish) shall be left unattended in any unit for longer than 24 hours.**
5. All resident pet owners shall provide adequate care, nutrition, exercise and medical attention for his/her pet. Pets which appear to be poorly cared for or which are left unattended for longer than 24 hours will be reported to the S.P.C.A. or other appropriate authority and will be removed from the premises at the pet owner's expense.
6. In the event of a resident's sudden illness the resident pet owner agrees that management shall have discretion with respect to the provision of care to the pet at the expense of the resident pet owner unless written instructions with respect to such area are provided in advance by the resident to, and accepted by, Management. All care shall be at the resident's expense.
7. In the event of the death of a resident, the resident pet owner agrees that Management shall have discretion to dispose of the pet unless written instructions with respect to such disposal are provided in advance by the resident to, and accepted, by Management.
8. Unwillingness on the part of named caretakers or pet per items #6 and #7 of this section to assume custody of the pet within 24 hours of notification shall relieve Management of any requirements to adhere to any written instructions with respect to the care or disposal of a pet and shall be considered as authorization to Management to exercise discretion in such regard consistent with Federal guidelines. No other KHRA resident is acceptable as a caretaker.
9. Resident pet owners acknowledge that other residents may have chemical sensitivities or allergies related to pets or are easily frightened by such animals. The resident, therefore, agrees to exercise common sense and common courtesy with respect to such other resident's right to peaceful and quiet enjoyment of the premises.
10. **Management may move to require the removal of a pet from the premises on a temporary or permanent basis for the following causes:**
  - a. **Creation of a nuisance**
  - b. **Excessive pet noise or odor**
  - c. **Unruly or dangerous behavior**
  - d. **Excessive damage to the resident's apartment unit and/or project common areas.**
  - e. **Repeated problems with vermin or flea infestation.**
  - f. **Failure of the resident to provide for adequate care of his/her pet.**

- g. **Leaving pet unattended for more than 24 hours.**
  - h. **Failure of the resident to provide adequate and appropriate vaccination of the pet.**
  - i. **Resident death and/or illness.**
  - j. **Failure to observe any other rule contained in this section and not here listed.**
11. **Residents are not permitted to alter their unit, porch or yard to accommodate the pet.**

**B. DOGS AND CATS**

1. Dogs, cats, rabbit, rodent, etc. shall be maintained within the resident pet owner's unit. When outside, the dog shall be on a leash and under the control of the resident or responsible individual AT ALL TIMES. Under no circumstances shall any pet be permitted to roam free or unrestrained in any common area. No animals shall be left unattended outside.

2. All animal waste or litter from cat litter boxes shall be picked up immediately by the owner and disposed of in sealed plastic trash bags and placed in a dumpster. Cat litter shall be changed at least weekly or as often as needed to maintain a sanitary and odor free apartment.

Cat litter shall not be disposed of by flushing down toilets. Charges for unclogging toilets required because of attributable pet nuisance shall be billed to and paid by the resident pet owner.

3. The pet owner is required to remove and properly dispose of all removable pet waste.

4. Pet owner shall be charged per occurrence for pet waste removal by Management.

5. Pet owner must be at home and in control of the dog or cat at all times of entry by Management. Cost to Management for later return to apartment will be charged to the resident who fails to be present when properly notified by Management of need to enter unit.

**IV. NOTIFICATION POLICY**

In the event that any pet owner violates these pet rules, Management shall provide notice of such violation as follows:

A. CREATION OF A NUISANCE

1. The owner of any pet which creates a nuisance upon the grounds or by excessive noise, odor or unruly behavior shall be notified of such nuisance in writing by Management and shall be given no more than five (5) days to correct such nuisance.
2. Consistent with local and state ordinance, Management shall take appropriate steps to remove a pet from the premises in the event that the pet owner fails to correct such a nuisance within the five (5) day compliance period.

B. DANGEROUS BEHAVIOR

1. Any pet which physically threatens a resident, guest, staff member or other authorized person present upon the project grounds shall be considered dangerous.
2. Management shall provide written notification to the pet owner of dangerous behavior and the time allowed--not to exceed five (5) days--to correct the animal's behavior or remove the pet from the premises.
3. Consistent with local and state ordinance, Management shall take appropriate steps to remove a pet from the premises in the event that the pet owner fails to correct the dangerous behavior or his/her pet within the compliance period.
4. **ANY PET WHICH CAUSES PHYSICAL HARM TO ANY RESIDENT, GUEST, STAFF MEMBER OR OTHER AUTHORIZED PERSON PRESENT UPON THE PROJECT GROUNDS SHALL BE IMMEDIATELY REMOVED FROM THE PREMISES BY MANAGEMENT WITHOUT PRIOR NOTIFICATION.** Such occurrence shall be deemed as an emergency for the Owner's right of immediate entry of unit.

## PET AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by and between \_\_\_\_\_, Owner, and \_\_\_\_\_  
Resident, in consideration of their mutual promises agree as follows:

1. Resident desires and has received permission from the Owner to keep the pet named \_\_\_\_\_ and described as: \_\_\_\_\_
2. This Agreement is an Addendum to the Lease between Owner and Resident executed on \_\_\_\_\_ 20\_\_\_\_. In the event of default by Resident of any of the terms of this Agreement, Resident agrees, upon proper written notice of default from Owner, to cure the default, remove the pet, or vacate the premises. Resident agrees that Owner may revoke permission to keep said Pet on the premises by giving Resident proper written notice. Prior notice of removal is not required where the animal causes bodily injury.
3. As a refundable deposit, Resident agrees to pay Owner the sum of \$\_\_\_\_\_, receipt of which is hereby acknowledged. Owner may use therefrom such amount as is reasonably necessary to take care of any damages, cleaning, fumigation or other costs caused by or in connection with said Pet. At the termination of this Agreement, any balance shall be disbursed to the Resident within 30 days. Resident agrees to pay Owner for any damages or costs caused by the Pet in excess of the pet and security deposits on demand by Owner.
4. Resident agrees to comply with:
  - a. This Agreement
  - b. All applicable governmental laws and regulations, such as, but not limited to licensing, etc.
  - c. PET POLICIES of the KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY
5. Resident represents that the pet is quiet and housebroken, and will not cause any damage or annoy other residents.
6. Resident agrees that the Pet will not be permitted outside the Resident's unit, unless restrained by a leash and under the full control of the owner or responsible individual AT ALL TIMES.
7. Resident shall not permit the Pet to cause any damage, discomfort, annoyance, nuisance or in any way to inconvenience or cause complaints from any other Resident. Any "mess" created by the Pet shall be immediately cleaned up by the Resident.
8. Resident agrees to remedy any emergency situation involving Pet (e.g., attack by Pet on Maintenance representative, another resident, or a guest) immediately and any nuisance situations within five (5) days.
9. Resident will be financially responsible for any fleas or other insect infestation that affect his/her own or adjacent units as a result of his/her pet.
10. Any pet left unattended for 24 hours or more or whose health is jeopardized by the Resident's neglect, mistreatment, or inability to care for the animal shall be reported to the SPCA or other appropriate

authority. Such circumstances shall be deemed an emergency for the purposes of the Owner's right to enter the Resident's unit to allow such authority to remove the animal from the premises. The owner accepts no responsibility for any pet so removed.

11. Resident agrees to maintain Pet in healthy condition and to update PET INFORMATION CARD during reexamination each year.
12. Resident has read and agrees to comply with the Pet Rules and Regulations and Pet Agreement, which are herein incorporated to the Lease by reference, and agrees to comply with such rules and regulations as may be reasonably adapted from time to time by Owner. Resident understands that failure to comply with these provisions may constitute reason for removal of pet from the premises and agrees to effect such removal. Further, Resident understands that failure to do so shall constitute grounds for eviction in accordance with the Lease and grievance Procedures. Repeated or continuous problems with a Pet will constitute cause for eviction.

OWNER: KINGSPORT HOUSING & REDEVELOPMENT AUTHORITY

RESIDENT: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

RESIDENT: \_\_\_\_\_

DATE: \_\_\_\_\_

PET INFORMATION

Phone Number \_\_\_\_\_

Resident's Name \_\_\_\_\_

Apt. No. \_\_\_\_\_

Pet's Name \_\_\_\_\_

Age \_\_\_\_\_

Description \_\_\_\_\_

Veterinarian's Name \_\_\_\_\_

Phone \_\_\_\_\_

Address \_\_\_\_\_

How long have you had this pet? \_\_\_\_\_

License No. \_\_\_\_\_

Date \_\_\_\_\_

Resident's signed statement regarding pet's disposition in case of resident's inability to care for pet is in Resident file \_\_\_\_\_.

Photo has been provided and is attached \_\_\_\_\_.

DATE AND EVIDENCE OF:

<u>TYPE</u>	<u>WEIGHT</u>	<u>VET'S. CERTIFICATE OF GOOD HEALTH</u>	<u>RABIES</u>
Dog	_____	_____	_____
Cat	_____	_____	_____

<u>TYPE</u>	<u>SPAYED/NEUTERED</u>
Dog	_____
Cat	_____

<u>TYPE</u>	<u>VET'S CERTIFICATE OF GOOD HEALTH</u>
Bird	_____

FISH AQUARIUM SIZE \_\_\_\_\_ gallons