



## THOMSON COMPANIES ASSISTANCE ANIMAL LEASE ADDENDUM

Pursuant to this Assistance Animal Lease Addendum, the Lessor of **FOUNTAIN SQUARE OF NEW BERLIN LP** may permit a person with a disability to keep an assistance animal as a reasonable accommodation, upon the following terms and conditions set forth which shall be deemed to be a part of the resident's original lease.

All assistance animals must be approved by and registered with management **prior** to housing said assistance animal. Management may revoke permission at any time if resident fails to comply with any of the terms of the Addendum.

### ASSISTANCE ANIMAL DEFINED BY HUD

An "assistance animal" is an animal that provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals are not pets. Assistance animals – often referred to as "service animals," "support animals," "therapy animals" or "companion animals" – perform many disability – related functions including but not limited to (1) guiding individuals who are blind or have low vision, (2) alerting individuals who are deaf or hard of hearing to sounds, (3) providing minimal protection or rescue assistance, (4) pulling a wheelchair, (5) fetching items, (6) alerting persons to impending seizures, or (7) providing emotional support to persons with disabilities who have a disability – related need for such support. Depending on the assistance provided, an assistance animal may or may not be formally trained or certified to perform specific tasks. Pets may be subject to different rules and regulations that are not applicable to assistance animals.

The fact that a person has a disability does not automatically entitle him or her to an assistance animal. There must be a relationship or "nexus" between the person's disability and his or her need for the animal.

### REASONABLE ACCOMMODATION

In order to obtain permission to keep an assistance animal, a resident must make a reasonable accommodation request for such an assistance animal to the owner or manager. Any reasonable accommodation request relating to an assistance animal will be granted or denied pursuant to the property's Reasonable Accommodation Verification. Among other grounds, a request for an assistance animal may be denied if:

- The specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation.
- The specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.
- Making the requested accommodation would (i) pose an undue financial and administrative burden or (ii) fundamentally alter the nature of the provider's operations.

A determination that an assistance animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others must be based on an individualized assessment that relies on objective evidence about the specific animal's actual conduct – not on mere speculation or fear about the types of harm or damage an animal may cause and not on evidence about harm or damage that other animals have caused.

### Registration Documents Required

1. Veterinarian records to include the following:
  - a. Proof of current vaccinations and inoculations.
  - b. Certificate of health and temperament.
2. Current and clear photograph of the assistance animal.
3. Positive reference(s) from one or more of the following if applicable:
  - a. Current and Previous Landlord(s)
  - b. Animal Shelter/Humane Society
  - c. Veterinarian

Note: Breed, age and weight limitations do not apply to an assistance animal.

### Deposits and Fees

- A deposit shall not be assessed for assistance animals, but residents are financially responsible for any injury to persons or pets, damage, repair or replacement of property relating to any assistance animal. Management reserves the right to require removal of said assistance animal.

Except as provided by a separate reasonable accommodation, the following rules apply with respect to assistance animals:

Resident Responsibilities

- 1. Resident is responsible for sanitary disposal of all waste products, including immediate cleanup of assistance animals waste outdoors and disposing of it in sealed plastic bags in trash receptacles. Cat litter may not be disposed of in toilets. Management reserves the right to charge offenders for the cost of cleanup.
- 2. Resident will keep all assistance animals food in secured containers inside apartment and will not leave food outside where it can attract unwanted pests, rodents, and other wildlife.
- 3. Resident is financially responsible for any flea or other insect infestation that affects his/her own or adjacent units or common areas as a result of his/her assistance animal.
- 4. Assistance animal must be restrained whenever entry into the premises is necessary whether for maintenance work, routine property inspections or lease showings.
- 5. Resident cannot alter their unit, patio, premises or common areas to create an enclosure for any assistance animal. Installation of animal doors is prohibited.
- 6. Assistance animal must be properly restrained when outside the resident’s apartment and must not be left unattended when outdoors. They should be under the control of their owner at all times and not allowed to run loose on the property nor tied or staked outside the apartment on or near resident’s balcony.
- 7. Resident will not permit assistance animal to interfere with the neighbors’ rights to enjoy their premises in a safe and peaceful manner, cannot make excessive noise or engage in threatening conduct which can disturb other residents, nor allow them to be left alone in an apartment if they are determined to be a nuisance due to noise or other inappropriate behaviors. Assistance animal cannot exhibit aggressive behavior towards residents, other animals, or staff.
- 8. Only the below referenced assistance animal is allowed and any change will require a resident to resubmit registration documents for new assistance animal and sign a new Assistance Animal Lease Addendum.

Unauthorized Assistance Animals or Pets

- 1. If management discovers that a resident has one or more pets which have not been approved and registered as required by this addendum, the resident will be served a demand notice and have five (5) days to comply. Failure to comply with the notice will constitute a violation of the lease.
- 2. Visiting pets are not permitted without written **prior** approval by management.

**Noncompliance with this Addendum constitutes a violation of the lease and may authorize the remedies for violations provided for in the lease, including, and not limited to the removal of said assistance animal and/or the termination of occupancy by judicial eviction procedures provided in Chapter 799 of the Wisconsin Statutes. Any action taken under the provisions of the lease for violations do not, in any event, release or relieve resident of their financial obligation, subject to landlord’s duty to mitigate.**

This addendum has been developed for the convenience and privilege of housing your assistance animal. We ask that you properly manage your animal, have consideration for the appearance of the property and be courteous to your neighbors.

I/WE HAVE READ THIS ASSISTANCE ANIMAL LEASE ADDENDUM AND AGREE TO ITS TERMS.

<div></div> <div>Date</div>		<div></div> <div>Date</div>	
<div></div> <div>Date</div>		<div></div> <div>Date</div>	
<div>Property Manager</div> <div>Date</div>		<div>Apartment Address</div>	

Description of animal:

Name

Color

Age

Breed

Sex

Weight

Attached:

Veterinarian Certificate

Spayed/Neutered

Photograph of animal

Description of animal:

Name

Color

Age

Breed

Sex

Weight

Attached:

Veterinarian Certificate

Spayed/Neutered

Photograph of animal