

## Assistance Animal Policy

Absolutely no animal is allowed to reside in a tenant's house or apartment without the express approval of the Landlord. Support or assistance animals may be approved only when their Owner complies with the appropriate applications and informational disclosures.

An Animal's Owner is required to comply with all terms of the residential lease and animal addendum to the lease as well as additional responsibilities including but not limited to:

1. The Owner is responsible for assuring that the Approved Animal does not unduly interfere with the routine activities of the rental unit or cause difficulties for others who reside there.
2. Care and supervision of the animal are the responsibility of the Owner. The Owner is required to maintain control of the animal at all times.
3. The Owner is also responsible for ensuring the prompt cleanup of the animal's waste and, when appropriate, must toilet the animal in areas designated by the Landlord. Indoor animal waste, such as cat litter, must be placed in a sturdy plastic bag and securely tied before being disposed of. Litter boxes should be placed on mats so that waste is not tracked onto carpeted surfaces.
4. In the event of the Landlord's response to a service request in Owner's rental unit, the Owner must contain the Approved Animal or be present during the Landlord's staff or contractors visit.
5. The Owner is strongly encouraged to maintain liability insurance coverage for the Approved Animal, in order to protect the Owner and family from risk of significant legal and financial liability. The Owner will in all cases be held financially responsible for the actions of the Approved Animal, including any incident where the Approved Animal causes bodily injury to another person, regardless of whether the Owner has obtained insurance coverage. The Owner's responsibility further includes (without limitation) replacement of furniture, carpet, window, wall covering, etc. The Owner is expected to cover these costs at the time of repair and/or move-out. The Owner shall have no claim against the Landlord for any financial obligations resulting from the actions of the Approved Animal.
6. The Owner is responsible for any expenses incurred by Landlord for cleaning or for repairs to Landlord premises that are assessed after the student and animal vacate the rental unit. The Landlord shall have the right to bill the Owner for unmet obligations.

7. The Owner is responsible for all aspects of the Approved Animal's health and well-being including the following:
  - *Vaccination*: In accordance with local ordinances and regulations, the animal must be immunized against diseases common to that type of animal. Dogs must have current vaccination against rabies and wear a rabies vaccination tag. Cats should have the normal shots required for a healthy animal. The Owner should be prepared to provide documentation showing proof of vaccination upon request.
  - *Health*: Animals, other than cats and dogs, must have an annual clean bill of health from a licensed veterinarian. Documentation can be a vaccination certificate for the animal or a veterinarian's statement regarding the animal's health. The Owner should be prepared to provide documentation showing proof of an annual clean bill of health upon request. The Landlord has authority to direct that the animal receive veterinary attention.
  - *Licensing*: The Owner must comply with any applicable licensing requirements. The Landlord reserves the right to request documentation showing that the animal has been licensed in accordance with licensing requirements of Iowa City, Johnson County, Iowa.
  - *Training*: Approved Animals must be house-broken, as applicable. Service Animals must be fully and properly trained.
  - *Leash*: If appropriate, the animal must be on a leash unless the leash would inhibit the animal's ability to be of service.
8. The Owner's residence may be inspected for fleas, ticks or other pests as needed. If fleas, ticks or other pests are detected through inspection, the residence will be treated using approved fumigation methods by a Landlord-approved pest control service. The Owner will be billed for the expense of any pest treatment.
9. The Owner is responsible for ensuring that all their roommates in the residence under the lease understand that the Approved Animal will be in residence with them. In the event that one or more roommates object, either the Owner and Approved Animal or the objecting roommates may be moved to a different location.
10. Approved Animals must not be left unattended overnight. If the Owner leaves overnight, the Approved Animal should accompany the Owner.
11. Should the Approved Animal be removed from the premises for any reason, the Owner is expected to fulfill their lease obligations for the remainder of the contract.

## **8. Removal of Approved Animal**

The Landlord may exclude/remove an Approved Animal when any of the following occur:

1. The animal poses an unreasonable threat to the health or safety of others including aggressive behavior. This behavior includes but is not limited to excessive noise, running around unrestrained, making unwanted contact with others, or growling, biting or threatening others. For example, an Assistance Animal that makes excessive noise in a dwelling can be very disruptive to other residents. The Owner may be prohibited from bringing the animal to the residence until the Owner takes significant and effective remedial steps to correct the animal's behavior problems and presents such evidence to Landlord.
2. If the Owner fails to clean the cage, box or any enclosed dwelling of a small animal such that the cleanliness of the room is not maintained or in the case of an Assistance Animal such as a cat that deposits waste in an indoor cage or litter box.