

ASSISTANCE ANIMAL ADDENDUM

Premises: \_\_\_\_\_

This Addendum is attached to and made a part of the Residential Rental Contract ("Contract") between Landlord and Tenant for the Premises.

Tenant has demonstrated a need for an assistance animal to alleviate one or more of the identified symptoms or effects of an existing disability. Tenant shall therefore be permitted to keep an assistance animal of the type described below on the Premises on the following terms and conditions:

1. **Description of Permitted Animal** (*insert breed, color, age, weight, name, etc.*): \_\_\_\_\_

\_\_\_\_\_ (the "Assistance Animal")

Tenant acknowledges and understands that the terms and conditions of this Addendum apply only to the Assistance Animal and not to any other animal of any type except to the extent that Tenant acquires another animal in accordance with paragraph 2 below.

2. **Removal of Assistance Animal:** The Assistance Animal may be removed if the Landlord determines that the Assistance Animal poses a direct threat to the health or safety of others that cannot be eliminated, or the Assistance Animal would cause substantial physical damage to the property of others that cannot be reduced or eliminated. Any such determination must be based on objective evidence about the specific Assistance Animal's actual conduct. If the Assistance Animal is removed, the Tenant shall be entitled to acquire and keep another assistance animal, subject to the terms of this Addendum, provided that unless the need for the assistance animal is obvious, the Tenant shall provide reasonable documentation that the animal in question will provide some type of disability-related assistance or emotional support.

3. **Damages:** Tenant agrees to reimburse Landlord for any primary or secondary damages caused by the Assistance Animal, whether the damage is to the Premises or to any common areas used in conjunction with them.

4. **Tenant Representation:** Tenant represents that to the extent required, the Assistance Animal has been properly licensed and inoculated for rabies and other inoculations for the type of animal.

5. **Tenant Responsibility for Care and Control of Assistance Animal:** Tenant agrees to be responsible for feeding, maintaining, providing veterinary care, and promptly cleaning up after the Assistance Animal. Tenant also agrees that the Assistance Animal will not be tethered, and that when not inside the dwelling, the Assistance Animal will at all times be on a leash, or carried, or kept in a secure, fenced-in area.

6. **Indemnity:** Tenant agrees to take reasonable measures to prevent the Assistance Animal from causing damage to the property or person of any individual, and to indemnify and hold Landlord and Landlord's agents harmless from any liability to third parties which may result from Tenant's keeping of the Assistance Animal.

7. **Insurance:** If Tenant is required to obtain and maintain a renter's insurance policy, Tenant understands and agrees that the policy will include coverage for bodily injury and property damage caused by the Assistance Animal, provided that such coverage is available at no additional cost to Tenant.



Tenant Initials \_\_\_\_\_

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

TENANT:

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

LANDLORD:

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

By: \_\_\_\_\_, AGENT

\_\_\_\_\_ (SEAL)

Date: \_\_\_\_\_

SAMPLE

