

Forest Beach Villas, HPR DOG AGREEMENT

Date of Pet Agreement _____ Owner _____

Please print

Unit # _____

PLEASE NOTE: Pets are a serious responsibility and risk for each owner on the property. If not properly controlled and cared for, pets can disturb the rights of others and cause costly damage for which owners may be held liable.

TERMS:

1. **CONDITIONAL AUTHORIZATION FOR DOGS.** OWNERS are hereby authorized to keep a dog, which is described below, on the premises of the above unit until the life of that dog expires. Authorization may be terminated if owners' rights of occupancy are lawfully terminated, if the pet rules listed below are violated in any way by owner, owner's family, guest or invitee, provided that prior to any such termination owner shall be given a reasonable opportunity to cure the violation and an opportunity to discuss the matter with the regime's board of directors. The dog must reside with the owner.
2. Proof of immunizations for each dog must be provided.
3. **NO LIMIT ON LIABILITY.** Under this pet agreement is not a limit on owners' liability for property damages and pet violation fines.
4. The dogs which reside on the property 24/7 must reside with their full-time owner.
5. Pet registration is a one-time fee of \$50.00 per dog.
6. Failure to comply will cause owner to be fined \$200 per dog, per month until is the dog(s) is/are registered.

DESCRIPTION:

7. **DESCRIPTION OF THE DOG.** Only the following pet is authorized to be kept in the owners' unit. No substitutions are allowed. Owners shall permit no other pets on the premises unless listed on this agreement.
8. Provide a current picture of your dog(s)

	<u>Dog's Name</u>	<u>Breed</u>	<u>Color</u>	<u>Gender</u>	<u>Age</u>	<u>Weight</u>	<u>Tag#</u>
1.							
2.							
3.							

PET RULES:

9. **PET RULES.** Owners are responsible for the actions of the dog at all times and agree to abide by the following rules:
 - a. Owners agree to use reasonable efforts to ensure that the dog will not disturb the rights, comforts and convenience of other owners in the regime. This applies whether the pet is inside or outside of the owners' unit. Barking that is occasional rather than chronic or continuous shall not be a violation of this rule.
 - b. Owners shall not permit the dog in the swimming pool areas or other recreational facilities.
 - c. When the dog is outside of the unit, the dog shall be kept on a leash and under owners' supervision at all times. Regime representative shall have the right to pick up loose dogs and/or report them to the proper authorities. Regime may impose reasonable charges for picking up and/or keeping loose dogs.
 - d. The dog shall not be tied to any fixed object anywhere on the common property, including walkways, stairs, stairwells, parking lots, grassy areas, or any other place within the regime.
 - e. Owners **MUST** pick up after their dogs. Owners will be responsible for the immediate removal of waste. Owners shall comply with local city ordinances regarding pet defecation.
 - f. Owners **MUST** immediately notify management in writing when the dog is no longer alive.
10. **ADDITIONAL RULES.** The regime from time to time has the right to make reasonable changes and additions to the dog rules, herein, if in writing and distributed to all owners who are permitted to have pets.

LIABILITY:

11. **LIABILITY FOR DAMAGES.** The owner shall be liable for the entire amount of all damages caused by such dog. This applies to all common areas including landscaping. If damages cannot be satisfactorily cleaned or repaired, the owner must pay for complete replacement by the regime. Payment for damages, repairs, cleaning, replacements, etc. shall be due immediately upon demand. The owner shall be strictly liable for the entire amount of injury to the person or property of others, caused by such pet: and owner shall compensate regime for all costs of litigation and attorney's fees resulting from same.
12. **VIOLATION OF RULES.** If any rule or provision of the Dog Agreement is violated by owners, guests, or invitees, the owner shall be fined \$100.00 per dog per day for the 1st offense; \$200 per dog per day for the 2nd, and \$500 per dog per day for each subsequent offense.

THIS IS A BINDING LEGAL DOCUMENT. READ CAREFULLY BEFORE SIGNING.

Owner's Signature

Date

Forest Beach Villas Representative Signature

Date