

SUPPORT ANIMAL REQUEST AND DOCUMENTATION

1. Applicant/Resident's Information:

Name: _____

Address: _____, Unit # _____

City, State, Zip: _____

Phone: _____ E-Mail : _____

2. Applicant/Resident/Occupant for whom accommodation is requested: _____

3. Applicant/Resident has reviewed the attached Support Animal Policy Addendum.

4. Applicant/Resident requests, as a reasonable accommodation for a disability as defined by state and federal law, to be allowed to have the following Support Animal.

Type: _____ Breed: _____ Sex: _____ Age: _____ Size: _____
(Dog, Cat, Etc.) (Siamese, Golden Retriever, Etc.)

Animal's Name: _____ Attach photograph or provide description: _____

5. Required Verification: Applicant/Resident asserts that the Applicant/Resident/Occupant for who the accommodation requested has a disability as defined by state and federal law and that the requested accommodation is related to that individual's disability and is necessary to allow the individual with a disability full use/enjoyment of the premises. Applicant/Resident understands that he/she is required to provide written verification from a health care provider or other credible party who can competently verify the Applicant/Resident/Occupant's disability and disability-related need for the Support Animal unless the disability and/or disability-related need for the Support Animal are obvious.

Written verification of the disability and the need for the accommodation should be attached to this form.

Verification provided by:

Name: _____ Title/Position: _____

_____, Unit/Suite # (if applicable), _____
(Street Address)

_____, CA, _____
(City) (Zip)

Phone: _____

6. Consent to Confirmation: Landlord will contact the individual(s) who provided the verification for the sole purpose of confirming that the individual(s) authored/signed the verification. By signing below, Applicant/Resident agrees that Landlord may contact the third party who provided the verification for that sole purpose.

Date Applicant/Resident

SUPPORT ANIMAL DOCUMENTATION CONFIRMATION

1. Authorization by rental Applicant/Resident for the release of information

I hereby authorize the release of the information requested to California-West, Inc.

Name _____ Phone number (_____) _____

Signature _____ Date _____

To: California-West, Inc.

_____ has requested to be
(Name of Applicant/Resident)

allowed to have a Support Animal as a reasonable accommodation for a disability as defined by the California Government Code Sections 12955.3 and 12926, Title 2 California Code of Regulations Section 12185 and Section 3602 of Title 42 of the United States Code. The Applicant/Resident's request and verification are attached.

Please confirm whether or not you provided the attached verification, by filling out and returning this form.

☐ Yes, I did provide the attached verification of the individual's ☐ disability
☐ need for support animal

☐ No, I did not provide the attached verification of the individual's ☐ disability
☐ need for support animal

Verifier's Signature

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Support Animal Policy Addendum

1.1 PARTIES

The parties to this addendum are California-West, Inc. ("Landlord") as agent for the owner of the property at <<Unit Address>> and <<Tenants (Financially Responsible)>> ("Tenant").

1.2 DEFINITION OF A SERVICE ANIMAL

A "Service Animal" is any animal that is allowed to be at the Premises by operation of law, whether to provide emotional support or to perform other tasks for which the animal is trained.

1.3 REPRESENTATIONS, PROMISES, AND AGREEMENT

Tenant represents, promises, and agrees as follows:

1. Tenant has a Service Animal that must be allowed at the Premises by operation of law.
2. The Service Animal will not cause an unreasonable disruption to other tenants or neighbors. Any unreasonable disruption to other tenants or neighbors will be cause for citation as set forth herein.
3. Tenant's Service Animal will not cause Landlord's insurance company to either increase its premium to an unreasonable amount, or to deny coverage altogether. Tenant is aware that aggressive breed animals are likely to result in an increase in insurance premium and/or unavailability of insurance coverage.
4. The Service Animal shall not be fed or given water on unprotected carpeting within the Premises.
5. Tenant shall prevent any fleas or other infestation of the premises or other property of Landlord, both during occupancy and after vacating. After Tenant vacates the premises, Landlord will always have a professional company spray the premises for fleas, at Tenant's expense, unless Tenant provides Landlord with a written receipt from a professional pest control company who has already sprayed the premises for fleas after the Tenant vacated. If Tenant or Landlord becomes aware of fleas during Tenant's occupancy then Tenant will immediately hire a professional company to spray the premises for fleas.
6. Tenant shall not permit the Service Animal to cause any unreasonable damage, discomfort, annoyance, nuisance, or cause unreasonable complaints from other tenants or neighbors.
7. Any mess created by the Service Animal shall immediately be cleaned up by Tenant.

If any of the above representations and promises are false or if Tenant fails to perform as agreed above then that is a material breach of Tenant's lease or rental agreement and Landlord may, at Landlord's sole discretion, declare an immediate forfeiture of lease

or rental agreement plus obtain any other remedy or remedies allowed by law.

1.4 DESCRIPTION OF SERVICE ANIMAL

The Service Animal is as follows:

<<Pet Information>>

The animal described above is hereafter referred to as the "Service Animal." The work or tasks that the Service Animal is trained to perform are as follows: Service Animal Work Or Tasks.

No other pet or Service Animal is allowed at the Premises without prior written consent of Landlord except as required by law.

1.5 INDEMNITY BY TENANT

Tenant shall be liable to Landlord for all damages or expenses incurred by or in connection with the Service Animal, and shall hold Landlord harmless for the same. Tenant shall notify Landlord of any such damages as soon as they occur.

Tenant hereby indemnifies Landlord for any and all damage resulting from the Service Animal. Tenant will reimburse Landlord for any damage within no more than 10 days from being given an invoice for such damage. Time is of the essence.

1.6 REPEATED BREACHES OF THIS AGREEMENT AND NOTICES OF VIOLATION

If Tenant breaches any provision herein that is by itself only a minor breach of this agreement then Landlord may issue a Notice of Violation to Tenant for such breach.

If Tenant receives three or more such notices from Landlord during the term of Tenant's occupancy at the Premises then the repeated breaches shall in combination constitute a material and major breach of the lease or rental agreement and shall therefore be cause for Landlord to declare an immediate forfeiture of the lease or rental agreement.

1.7 LANDLORD'S RELIANCE

Landlord relies upon the representations and promises by Tenant that appear herein.

1.8 COMPLIANCE WITH GOVERNMENT REGULATIONS

Tenant agrees to comply with California's Health and Safety Code and all other applicable government laws, regulations, rules, and ordinances.

1.9 ADDITIONAL TERMS

The following terms and conditions, if any, shall also be part of this addendum: Additional Terms and Conditions.

1.10 INCORPORATION OF PRIOR AGREEMENT

This is an addendum only. All terms and conditions of the Original Lease other than those that are expressly set forth in this addendum are hereby incorporated herein.

Landlord and Tenant agree that they have no verbal or implied agreements. All agreements between Landlord and Tenant are express and in writing. The only way to change any agreement between Landlord and Tenant, or create a new agreement, is by express written consent of both Landlord and Tenant. **No exceptions!**

If there is any conflict between the terms and conditions within this addendum and any prior agreement between Landlord and Tenant then the terms and conditions of this addendum shall prevail.

All prior agreements between Landlord and Tenant are hereby incorporated into this addendum.

X

Date Signed