

# Wildwood Development

## PET POLICY AGREEMENT FORM

I \_\_\_\_\_ have read and understood all rules and regulations in the Wildwood  
(Please Print Full Name)  
Apartments Pet Policy. I agree to abide by all rules and regulations contained therein.

### The Tenant Agrees To The Following:

1. Only the following pet(s) will reside in my apartment. (Please provide a brief description of the pet.):

Pet 1: \_\_\_\_\_

Pet 2: \_\_\_\_\_

2. Any additional pet or change of pet requires a new agreement.

3. Tenant, any guest, or invitee, shall indemnify, defend and hold Owner and it's officers, agents, and employees harmless from and against any action, suits, claims, and demands (including legal costs, and expenses arising from damage or injury to any person or property of others caused by any pet owned, kept housed, or maintained by Tenant, his/her guest or invitee).

4. Tenant agrees to allow Wildwood staff to conduct an inspection for pet damage, (with proper advanced notice) to determine if there may be damage from the pet(s).

5. All cats and dogs are subject to a monthly pet fee of \$50.00/pet and must be at least 6 months of age.

6. In the event Tenant becomes unable to care for pet, Wildwood would like to contact someone who will. Please provide an emergency contact:

Name of Emergency Contact (Please Print) \_\_\_\_\_

Phone Number ( )-\_\_\_\_-\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_

7. This Agreement does not in any way alter the Owners right to terminate the lease and/or to pursue an eviction under South Dakota Residential Landlord Tenant Act.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

# Wildwood Development

## PET POLICY

### EXCLUSIONS:

The following policies do not pertain to animals that assist or provide serve to persons with disabilities, referred to in this policy, the lease, and the Wildwood Application as "assistive animals"

Assistive animals are allowed in all units owned and manages by Wildwood Development with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. Owners of assistive animals are required to be in compliance with all State and Local public health, animal control, and animal anticruelty laws and regulations, including requirements for licensing and vaccinations. This exclusion applies to assistive animals that reside in Wildwood Development, as well as to assistive animals that visit Wildwood Development. This policy does not:

1. Limit or impair the rights of persons with disabilities,
2. Authorize the Wildwood Development to limit or impair the rights of persons with disabilities
3. Affect any authority that Wildwood Development may have to enforce the terms of the lease in accordance with South Dakota Residential Tenant Landlord Law.

### PET RULES:

**A.** You must have prior approval from the property manager, Wildwood Development, before bringing any pet(s) onto the premises. Prior approval will be given upon receipt of proper documentation of animal's licensing, Vaccination record, and the name of pet(s).

**B.** All cats and dogs are subject to a monthly pet fee of \$50.00 /pet and must be at least 6 months of age.

**C.** Only domesticated, common household pets will be allowed. Pets Wildwood determines to be of vicious or aggressive disposition, those with poisonous bites or stings, or otherwise deemed to be potentially harmful to the health and safety of others are prohibited. The following types of common household pets will be permitted under the following criteria:

1. Dogs

- a. Must be 50 pounds or less when fully grown
- b. Must be licensed in the City of Oacoma/City of Chamberlain
- c. Must have proof of all required vaccinations
- d. Must wear a collar with license tag affixed at all times
- e. The following breeds of dogs are considered to be of vicious or aggressive disposition, and are not allowed Rottweiler, Pit Bulls, Doberman Pinchers, German Shepherds, or dogs of mixed-breed with identifiable characteristics specific to a prohibited breed
- f. All pet owners are responsible for immediately cleaning up after their animals and disposing of securely-bagged pet droppings inside the dumpster**

2. Cats:

- a. Must have proof of required vaccinations
- b. Must be litter box trained, **cat litter must be placed in double plastic bags, tied and taken to the dumpster. Litter may not be disposed of in toilets.**
- c. Must be at least 6 months of age
- d. Must have their front paws declawed

3. Birds

- a. Cages may be no larger than 4 feet high by 3 feet wide by 2 feet deep, and must have removable litter trays to permit daily cleaning.
- b. Birds must be maintained inside of cages at all times
- c. No Birds of Prey or other dangerous species are permitted

4. Small Caged Animals (no more than two caged animals are permitted per apartment)

- a. Examples are guinea pigs, hermit crabs, gerbils, or other small non-poisonous animals.
- b. Small caged animals must be caged at all times

5. Small un-caged animals of any kind are not permitted

6. Aquariums (only one aquarium up to 10 gallons is permitted per Unit)

**C.** A maximum of two (2) common household pets is allowed. (ie. Two Dogs, or Two Cats, or One dog and One Cat, or One Dog and One small caged animal (Gerbil), or One Cat and One caged bird)

**D.** Wildwood management reserves the right to inspect the apartment or townhome (with proper advanced notice) to determine if there may be damage from the pet. If damage is found, the resident will be given notice and repairs will be made by Wildwood management, management will bill the Tenant(s) for damages.

**E.** Owners of Animals are required to reimburse Wildwood for the actual cost of any and all damages caused by his/her pet(s) or service animal.

**F.** Wildwood is not responsible for any actions, injuries or damages caused by any tenant's animal(s). Animals are the sole responsibility of the owner. Wildwood assumes no liability for failure of the animal owner to control of the pet. Any injury or harm to other persons, animals, or property is the sole responsibility and liability of the animal owner. It is recommended that owners purchase liability insurance for this purpose.

**G.** Animals must be appropriately and effectively restrained and under the control of a responsible individual at all times when not inside the resident's unit, dogs and cats must be on a hand-held leash and under the owner's control at all times.

**H.** Pets shall use common areas for the purpose of passing to the outside of the building.

**I. Tenant is fully and solely responsible** for promptly cleaning up and properly disposing of any waste or droppings, both inside and outside of their units. **Pet waste must be bagged and disposed of, litter boxes need to be double bagged tied shut and all waste put in the dumpster.** Repeated failure by a resident to take responsibility for waste disposal shall be deemed a violation of the lease and subject to a \$5 fine per occurrence.

**J.** Tenant shall take adequate precautions to keep the apartment and surrounding areas free of pet odors, insect infestation, waste and litter, and maintain unit in a sanitary condition at all times.

**K.** No unauthorized animal(s) may visit or be harbored in any unit owned by Wildwood without prior approval. Tenants are prohibited from feeding stray or wild animals.

**L.** No animal will be allowed that constitutes a nuisance or threat to any tenant or detracts from any tenant's quiet environment of their unit. A nuisance or threat includes, but is not limited to, noise, smell, animal waste, and aggressive or vicious behavior.

**M.** In the event your cat, dog, or other animal bites an individual, you must report the event to the appropriate city police and/or health officials and Wildwood Development within twenty-four hours of the bite.

**N.** Tenant shall not alter the premises, including the unit or patio to create an enclosure for an animal, without permission from Wildwood Development

**O.** If any animals are left unattended for more than 24 hours they will be considered abandoned, and Wildwood reserves the Right to contact proper authorities and request the removal and safe keeping of what would be considered an abandoned animal.

**P.** If the health or safety of an animal is threatened by the death or incapacity of the owner, or by other factors that render the animal owner unable to care for the animal, please see section O.

**Q. Pet owners are required to maintain renter's insurance during agreement, and Wildwood Development should be listed as an additional insured.**

**R.** An animal which display vicious, dangerous, intimidating behavior, displays symptoms of severe illness, or demonstrates behavior that constitutes an immediate threat to the health or safety of others, shall be referred by Wildwood Development to the appropriate state or local authorities to remove such animal. Such animals are subject to immediate removal from the premises.

**S.** Violation of any of the foregoing rules will result in a two-day notice to remove the animal from the premises. If this notice is disregarded a thirty-day eviction notice will be issued.

**The management of Wildwood Development Apartments encourages residents to value and enjoy their apartments as they would their own home. We believe that residents should be given every opportunity to pursue their interests, consistent with the rights of fellow residents and property owner(s). Our common interest is a safe, pleasant and well-maintained building is best achieved by fostering an attitude of mutual respect and cooperation. Keeping this in mind, we have taken into account the important contribution pets can make to the lives of people who value and appreciate animals. We have also considered the fact that there are people who wish to avoid contact with pets and other animals. This pet policy is designed to protect both pet owners and non-pet owners, and to ensure that the animals themselves receive responsible care. The pet policy applies to all pets kept in the apartment buildings.**