**ASSISTIVE ANIMAL ADDENDUM**

**This Addendum dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is an Addendum to the Rental Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Lease”), by and between \_\_Jericho Properties (Landlord) and (Residents) \_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_, for the premises known as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County of \_\_\_\_\_\_\_\_\_\_\_\_\_, State of \_Colorado (“Premises”)**

1. **“Property” means the Premises, plus any and all other parts of the community known as \_\_\_\_\_\_\_\_\_\_\_\_\_, including but not limited to Resident’s unit, all common areas, buildings, walkways, grounds, fenced areas, parking lots, the Premises, and perimeters of the complex.**
2. **Resident make a request for a reasonable accommodation because of a disability related need. Owner has granted Resident’s request for a reasonable accommodation by allowing Resident to have an assistive animal at the Premises.**
3. **The assistive animal is a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ( dog/cat, male/female), which is approximately \_\_\_ years of age, and weighs \_\_\_ pounds and Resident represents that this animal will serve as or function as a service, companion, or otherwise assistive animal (hereinafter “assistive animal”) during Resident’s tenancy.**
4. **The assistive animal is also generally described as follows, insofar as breed and physical characteristics are concerned: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The assistive animal goes by the name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**
5. **Resident represents and affirms that Resident has properly licensed the assistive animal, if there is any general municipal or governmental licensing requirement for this type of animal, and that Resident has inoculated the said animal for rabies and other usual inoculations for this type of animal (certificate attached), as required by law.**
6. **Owner’s permission for Resident to have the assistive animal described above is restricted solely to the particular assistive animal described above, and does not extend to any other animal whatsoever and does not change or waive the Lease’s “no pet” restrictions, or any other rules or policies.**
7. **Resident certifies that the assistive animal will not pose a direct threat of harm or danger to any other residents, Owner’s onsite management, or any other individuals and will not damage any portion of the Premises or the Property. If the assistive animal poses a direct threat of harm to anyone during Resident’s residency, unreasonably disturbs anyone, or if the assistive animal damages any property or portion thereof including, but not limited to, the property of Owner the Owner will notify Resident in writing of the problem and upon receipt of such written notice, Resident shall have ten (10) days to correct the behavioral issue with the assistive animal and to pay for any property damages, if applicable. If Resident fails to correct the problem with the animal or pay for any damage caused to the Premises and/or Property within the ten (10) days of receiving notice from Owner, Owner may terminate Resident’s occupancy rights upon three days Notice to Quit. Resident further agrees to indemnify and hold Owner and their agents, harmless from any claim, loss, expense, cost, or damage, including reasonable attorneys’ fees by reason of the assistive animal being on the Property.**
8. **Assistive animals must be kept in the Premises, on a leash, or carried at all times. Assistive animals will not be allowed to run loose on the grounds or other common areas. Assistive animals cannot be left alone or unsupervised at any time. Assistive animals cannot be tethered outside, including but not limited to, on any patio or balcony, regardless of whether Resident is at home.**
9. **Resident agrees to immediately clean up after the assistive animal, which includes but is not limited to cleaning up the assistive animal’s waste on or near Owner’s Property. Resident expressly acknowledges that Owner do not provide waste removal services. Resident is solely responsible for removal of all assistive animal waste. Resident further agrees to prevent the assistive animal from causing damage to the Premises beyond normal wear and tear. If Resident fails to clean up after the assistive animal, Resident agrees upon three (3) days written notice in the form of a demand for compliance, to thoroughly clean up after the assistive animal. If after receiving notice pursuant to this paragraph Resident fails to thoroughly clean up after the assistive animal, Agent may terminate Resident’s occupancy rights pursuant to any demand for compliance.**
10. **Resident acknowledges that Owner has not charged Resident any sums in connection with Resident’s request for or having the assistive animal on the Property.**

**THIS FORM HAS NOT BEEN APPROVED BY THE COLORADO REAL ESTATE COMMISSION. IT WAS PREPARED BY TSCHETTER HAMRICK SULZER, PC.**

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**Landlord/Agent for Owner Date Resident Date**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **Resident Date**