

Service / Support Animal Addendum to Residential Lease Agreement

This Addendum is made this ____ day of _____, 20____, for the Residential Lease Agreement entered into by _____ and _____ between _____, herein referred to as LANDLORD, and _____, herein known as TENANT, which shall bind each TENANT's heirs, assigns, estate and appointed representatives for the following property: _____.

LANDLORD hereby agrees to allow you to have a Support or Service Animal as a reasonable accommodation for your disability. Except as expressly modified herein, all terms of the Residential Lease Agreement entered into between the parties control.

1. Upon the full execution and delivery of this Addendum by the TENANT the following Service and/or Support Animal(s) may be brought onto the property:

Type: _____ Breed: _____ Color: _____ Weight: _____

Type: _____ Breed: _____ Color: _____ Weight: _____

Type: _____ Breed: _____ Color: _____ Weight: _____

Type: _____ Breed: _____ Color: _____ Weight: _____

2. TENANT represents and affirms that it has properly licensed the Support or Service Animal if there is any general municipal or governmental licensing requirement for this type of animal and that you have inoculated the animal for rabies and other usual inoculations for this type of animal. TENANT further represents that the Support or Service Animal does not pose a direct threat of harm or danger to any persons and will not cause damage to the Property.

3. TENANT acknowledges that the ownership of or need for the Support or Service Animal does not entitle you to permit the animal to bother, disturb, threaten or harm other persons without cause. When outside of the Property the animal must be supervised and you must retain control of the animal at all times.

4. TENANT is responsible for the proper disposal of all animal waste. You acknowledge that if the animal violates the rules in this Addendum or the Residential Lease Agreement, the LANDLORD has the right to evict both you from the Property, as well as exercise all other remedies available by law.

5. LANDLORD will not charge any pet fees, pet rent or a security deposit for your Support or Service Animal. However, you will be liable for any damages that the animal may cause to the Property.

6. Specifically in reference to a "service animal" as defined by Fla. Stat. 413.08(1)(d), you will comply with Fla. Stat. 413.08, et al. in its entirety. Therefore, if you misrepresent yourself as qualified to use a service animal, you agree that such conduct constitutes a material violation of the Residential Lease Agreement, Florida law and that we shall have all rights and remedies set forth in the Residential Lease Agreement, including the right to terminate your lease, seek breach of contract damages, eviction, attorney's fees and court costs to the extent allowed by law.

7. Any Service or Support Animal(s) having offspring must be brought to the immediate attention of the LANDLORD.

8. TENANT acknowledges and agrees that all Indemnity, Liability and Hold Harmless provisions set forth in the Residential Lease Agreement, to which this Addendum is expressly a part of, shall apply to all damages, injuries or harm resulting from or caused by the Service or Support Animal(s) to any person, animal, real or personal property.

By signing my name below I affirm that I have read and understand the terms of this Service and Support Animal Addendum to Residential Lease, had the opportunity to consult with legal counsel and agree that I will be jointly and severally liable for the complete fulfillment of the terms of this addendum.

TENANT SIGNATURE: _____ DATE: ____/____/____

TENANT NAME: _____

TENANT SIGNATURE: _____ DATE: ____/____/____

TENANT NAME: _____

TENANT SIGNATURE: _____ DATE: ____/____/____

TENANT NAME: _____

TENANT SIGNATURE: _____ DATE: ____/____/____

TENANT NAME: _____

LANDLORD/AGENT SIGNATURE: _____ DATE: ____/____/____

LANDLORD/AGENT NAME: _____