

## Household Pet & Assistance Animal Agreement

1. **Formal Request**- Owner must request approval for a household pet, or accommodation of an Assistance Animal through PetScreening – <https://partloproperty.petscreening.com/>.
2. **Documentation Establishing Need for Assistance Animal**- If the disability and the need for an Assistance Animal is not readily apparent, the request must include a letter from a health care or mental care professional (a medical doctor, psychologist, licensed therapist, etc) It must include the Dr. who has diagnosed the disability and prescribed the Assistance Animal in order to ameliorate the effects of the disability. This letter does not need to disclose any of the patient’s medical history or any details regarding the disability. However, it does need to state substantially as follows:
  - That the patient is a patient of the health care or mental care professional providing the letter;
  - That the patient’s condition meets the definition of “disability” in the Fair Housing Act, the Americans with Disability Act, or the Rehabilitation Act of 1973;
  - That the health care or mental care professional understands the patient’s history and the functional limitations imposed by his or her disability;
  - That there is a relationship between the disability and the service, support, or assistance the Assistance Animal provides; and
  - That the health care or mental care professional has prescribed the Assistance Animal in order to ameliorate the effects of the disability and that the Assistance Animal is necessary to allow the patient an equal opportunity and enjoy housing.
3. **County Registration and Vaccinations/Inoculations**- A current copy of the Assistance Animal’s registration or license and a veterinary record showing that the Assistance Animal vaccinations and inoculations are current. Required vaccinations for dogs shall include a vaccination for rabies and any other vaccinations required in the city of Mt. Pleasant. Tenant will be responsible to ensure that their PetScreening profile is kept up to date with registration and vaccination records throughout the duration of the time the Assistance Animal resides within the unit. Proof of County Registration and Vaccinations are due prior to the animal moving in.
4. **Animal Supervision**- Owner of the Pet/Assistance Animal, are responsible for ensuring that the Animal is cared and supervised for. Owner of the Animal shall retain full control of the Animal at all times and ensure that the Animal is well behaved, is not disruptive to the other people, and does not cause damage. If the owner of the Animal does not comply with these requirements, then the owner will be responsible for fines assessed by the Management Company and other consequences, including potential removal of the Animal as detailed in item 7 below. Any fines will be collected.
  - When the Animal is in a Common Area, the Animal will not be left unattended, and will be on a leash or in a carrier, and under direct control of its owner.
  - The Animal will not be allowed to jump, snarl, or nip another person or animal;
  - The Animal will not be allowed to bark continuously or incessantly for a period of 10 minutes or intermittently for ½ hour or more to the disturbance of another person at any time of day or night;

- Feces from the Animal will be promptly picked up and taken back to the unit or properly disposed of in a garbage receptacle, and not disposed of under bushes, in other types of vegetation, or under snow, and failure to properly dispose of animal feces may result in a fine pursuant.
  - If assistance is needed with cleanup of the Animal's waste, this will be arranged for by the owner of the Animal at such owners' expense and will not be a responsibility of the Association or Property Managers.
5. **Removal of an Animal**- If an Animal is unruly or disruptive (aggressively jumping, nipping, barking, etc.) may require that the Owner of the Animal remove the animal from a Common Area. If the animal's inappropriate behavior continues after notice from the Management Company or Association to the owner, the Association or Management Company may require that the owner not bring the animal into a Common Area until steps have been taken to mitigate the behavior (such as refresher training). If mitigation is not undertaken or if it is not effective to stop the objectionable behavior, or if we believe the Animal to pose a threat of physical harm to anyone, we may require that the animal be removed from the premises.
  6. **Damages Caused by Animal**- Tenant acknowledges that any damage to structure or property, interior and exterior, will be the responsibility of the owner. Damages will be held from security deposit upon move out, and if there is not enough to cover damage fees, the tenant is obligated to pay remaining balance or be turned over to collection agency. Also, any damages found by owner or property management company that requires immediate attention, funds will immediately be taken from security deposit or billed to owner.
  7. **Renters Insurance**- Owner of Animal and/or Lessee agrees to obtain and provide proof of renter's insurance with liability for the Animal, prior to the Animal moving into the rental unit.
  8. **Flea Treatment**- Owner of Animal agrees to keep all approved Animals treated for fleas. If any fleas are found and there is a need for extermination, Lessee will be responsible for the costs incurred.
  9. **Unauthorized Animals**- Any tenant who brings an unauthorized animal of any kind onto the premises, even for a short time, shall be a default under the signed lease and could result in EVICTION. Tenant understands that there will be a charge of \$500.00 per unauthorized animal per incident added to their account, plus the cost of carpet cleaning and/or replacement, and any extensive cleaning required as a result of harboring an unauthorized animal. Tenant understands that if Landlord suspects an unauthorized animal in the rental unit, Tenant gives Landlord permission to enter the apartment to check for the said violation.
  10. **City of Mt Pleasant, MI Ordinances**- Tenant acknowledges and agrees to abide by the ordinances set forth by the City of Mt Pleasant, MI, as detailed below:

**CHAPTER 91: ANIMALS**

**§ 91.01 DOGS RUNNING AT LARGE.**

It shall be unlawful for the owner, or any other person having the possession, care, custody or control, to permit any dog to run at large upon the public streets, walks, parks, or other public places within the city, unless attached to a leash of sufficient strength.

(Am. Ord. 1069, passed 7-12-21) Penalty, see § 91.99

**§ 91.02 NOISY DOGS AND CATS PROHIBITED.**

It shall be unlawful for any person to own or keep any dog or cat which shall cause annoyance or disturbance to persons by frequent and habitual barking, howling or yelping.

(Am. Ord. 1069, passed 7-12-21) Penalty, see § 91.99

**§ 91.03 FIERCE OR DANGEROUS DOGS PROHIBITED.**

It shall be unlawful for any person to own or keep any fierce or dangerous dog or any dog which:

- (A) Runs and barks at pedestrians or vehicles,
- (B) Destroys property, or
- (C) Bites any human being.

(Ord. passed - - ; Am. Ord. 668, passed 4-4-88; Am. Ord. 1069, passed 7-12-21) Penalty, see § 91.99

Statutory reference:

Dangerous animals, see M.C.L.A. §§ 287.321 et seq.

**§ 91.04 PREMISES TO BE KEPT CLEAN.**

The owner or custodian of any dog shall maintain the premises where the dog is kept in a clean and sanitary condition free from feces, rodents, vermin and disagreeable odors.

(Ord. passed - - ; Am. Ord. 668, passed 4-4-88; Am. Ord. 1069, passed 7-12-21) Penalty, see § 91.99

**§ 91.05 REMOVAL OF EXCREMENT.**

(A) Any person owning or having charge of any dog or cat shall be responsible for the removal of any excrement deposited by such dog or cat on public thoroughfares, sidewalks, parks, or any public property whatsoever, or upon any private property.

(B) Any person owning or having charge of a dog or cat, which deposits excrement on public or private property, other than the property of the animal's owner or keeper, shall, upon being made aware of such fact, immediately remove such excrement and dispose in a sanitary manner.

(C) No person owning or having charge of a dog or cat shall cause or permit such dog or cat to be on public or private property, not owned or possessed by such person, unless such person has in his or her immediate possession an appropriate device for the removal of excrement and disposal in a sanitary manner.

(Ord. 762, passed 8-14-95; Am. Ord. 1069, passed 7-12-21) Penalty, see § 91.99

**§ 91.06 DOG LICENSE REQUIRED.**

It shall be unlawful for any person to own, maintain, keep or harbor any dog within the city without first procuring a license as prescribed by state law. Application for a license shall be made to the City or County Treasurer and shall state the breed, sex, age, color and markings of the dog, and the name and address of the applicant and the last known previous owner. The application shall be accompanied by a certificate of a licensed veterinarian showing that the dog has been vaccinated against rabies.

(Ord. passed - - ; Am. Ord. passed 7-25-74; Am. Ord. 1069, passed 7-12-21) Penalty, see § 91.99

**§ 91.07 RABIES CONTROL.**

(A) (1) If any person is bitten by a dog, it shall be the duty of that person, or the owner or custodian of the dog having knowledge of same, to report same to the Police Department within 12 hours thereafter.

(2) If the owner or custodian of any dog has any reason to believe or suspect that such dog has become affected with rabies, it shall be the duty of that person to report the to the Police Department within 12 hours thereafter.

(B) In the event of any report to it as set forth in divisions (A)(1) and (2) above, the Police Department may seize such dog and deliver it to the Isabella County Animal Control.  
(Am. Ord. 1069, passed 7-12-21) Penalty, see § 91.99

**§ 91.08 IMPOUNDMENT OF ANIMALS.**

(A) Any stray dog or cat found at large may be impounded by the City and/or Isabella County Animal Control, and confined in a humane manner.

(B) Immediately upon impounding an animal, the city, and/or Isabella County Animal Control, shall make every reasonable effort to notify the owner and inform such owner of the conditions whereby custody of the animal may be regained.

(C) All stray dogs and cats that are not spayed or neutered and which have not been claimed shall be spayed or neutered by a licensed veterinarian according to Michigan state law unless the animal is deemed medically unfit to undergo the procedure.

(D) No dog or cat impounded will be euthanized unless deemed necessary by a licensed veterinarian.  
(Ord. 1069, passed 7-12-21)

**§ 91.09 NEGLECTED OR ABANDONED ANIMALS.**

The city and/or Isabella County Animal Control, may impound any animal found to be cruelly exposed to the weather, starved or denied adequate water, neglected, abandoned or otherwise treated in a cruel manner and may deliver such animal to another person to be sheltered, cared for and given medical attention, if necessary.  
(Ord. 1069, passed 7-12-21)

**§ 91.10 NUMBER OF HOUSEHOLD PETS PERMITTED.**

(A) It shall be unlawful for any person to harbor four or more dogs and/or cats over four months of age on that person’s premises within the city. The provisions of this section shall not apply to an animal shelter, kennel, pet store, veterinary hospital, veterinary clinic, or pet grooming facility that is in compliance with all applicable licensing and zoning regulations.  
(Ord. 1069, passed 7-12-21) Penalty, see § 91.99

**§ 91.99 PENALTY.**

(A) Municipal civil infraction. Any person violating the following designated provisions of this chapter shall be held responsible for a municipal civil infraction and prosecuted in accordance with the Municipal Civil Infractions Ordinance:

- 91.01 Dogs running at large
- 91.02 Noisy dogs prohibited
- 91.04 Premises to be kept clean
- 91.05 Removal of excrement
- 91.06 Dog license required
- 91.07 Rabies control
- 91.10 Number of household pets permitted

(1) The fine for violation of a municipal civil infraction under §§ 91.01, 91.02, 91.04, 91.06, 91.07, and 91.10 shall be \$50; the second violation, \$100; and the third or any subsequent violation within any one calendar year, \$250.

(2) The fine for violation of § 91.05 shall be \$20; the second violation, \$100; and the third or any subsequent violation within any one calendar year, \$250.

(B) Criminal misdemeanor. Any person violating any provision of this chapter, with the exception of those specifically set forth in division (A) above, shall be guilty of a misdemeanor and shall be punished as provided in § 10.99.

(Ord. 762, passed 8-14-95; Am. Ord. 1069, passed 7-12-21)

Cross-reference:

Municipal civil infractions, see Chapter 36

11. Should Lessee meet all criteria listed above and agree to comply with all terms as listed in this agreement, Landlord agrees to allow the Lessee to have the below listed Household Pet or Assistance Animal. Lessee agrees to pay \$300.00 pet deposit and \$50.00 monthly pet rent per approved Household Pet.

Lessee Name(s)	
Rental Unit Address:	
Approved Pet/Assistance Animal(s) w/descriptions:	

Lessee hereby agrees to all provisions set forth in this Household Pet/Assistance Animal Agreement.

Tenant \_\_\_\_\_ Date

Tenant \_\_\_\_\_ Date

Landlord/Agent \_\_\_\_\_ Date

Initials: \_\_\_\_\_ / \_\_\_\_\_