



DEARDORF PROPERTY MANAGEMENT, INC.
1310 CR 12 • P.O. BOX 127 • CORUNNA, INDIANA 46730
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DUPLEX PET REGULATIONS EFFECTIVE 11/11/10

The following regulations will be implemented in _____
Duplexes and will be issued to each resident of an "Elderly Property".

I. Guidelines

- A. Resident or Co-Resident must be elderly or disabled to house one cat or one dog.
- Federal Law requires those residents in communities where a member must use the services of a trained and certified seeing eye or hearing ear animal, be allowed to have that pet in their household. No deposit required for this type of pet.
- B. Disabled¹ residents living in an "Open Family" housing community will not be denied the right to have pets in their household if the following verifications are provided:
1. If the resident is disabled, the resident must sign the Service/Assistance/ Companion Animal Request Verification that will be submitted to the resident's Health Care Provider by the on site manager. The Service/Assistance/ Companion Animal Request Verification will verify that under the Disabled² definition, a pet is necessary.
 2. If resident is elderly, verification of elderly eligibility.
- C. **Only one pet (one dog or one cat) is allowed.**

¹ Federal Fair Housing Definition of "Disabled".

Under federal law, an individual is disabled if he/she has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. The term physical or mental impairment includes but is not limited to such diseases and conditions as orthopedic, visual, speech and hearing impairment, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, HIV, mental retardation, emotional illness, drug addiction and alcoholism. This does not include any individual who is currently a drug addict or an alcoholic and is currently using illegal drugs or alcohol (24CFR Part 8.3) and HUD Handbook 4350.3, Exhibit 2-2.

² Same as footnote 1.

II. Approval Procedure

- A. Requests to house a pet must be submitted in writing to On-site manager.
- B.
 1. If the resident is disabled, the resident must sign the Service/Assistance/ Companion Animal Request Verification that will be submitted to the residents Health Care Provider by the on site manager. The Service/Assistance/ Companion Animal Request Verification will verify that under the Disabled definition (footnote 1, page 1) a pet is necessary.
 2. If resident is elderly, verification of elderly eligibility.
- C. Documentation showing that all requirements outlined in Part III of the Duplex Pet Regulations have been met and given to the On-site manager before housing a pet.
- D. Permission to have a pet will be given in writing from the DPM, Inc. office to the resident.
- E. The Pet Agreement Form must be signed by the resident and on-site manager before housing a pet.
- F. The pet deposit for a cat or dog must be paid when the agreement is signed.

III. Requirements

Dog

1. Maximum number - one (1)
2. Maximum adult weight- 20 lbs.
3. Must be housebroken.
4. Must be spayed or neutered.
5. Must have all required vaccinations.
6. Must be licensed.
7. Must take precautions to prevent fleas.
8. No aggressive breeds allowed. See site manager for list.

Cat

1. Maximum number - one (1)
2. Must be de-clawed.
3. Must be spayed or neutered.
4. Must have all required vaccinations.
5. Must be trained to use the litter box.
6. Must take precautions to prevent fleas.

IV. Pet Deposit

- A. The resident agrees to pay a pet deposit of **\$200.00.** The pet deposit is in addition to the required security deposit for the duplex.
- B. The pet deposit for a cat or dog will be paid by money order or cashier's check.
- C. At the termination of this Pet Agreement, the pet deposit will be added to the rental agreement security deposit, and disbursed thereafter, as required by law. After deducting any cost for fumigation, cleaning, deodorizing, de-fleaing, emergency boarding, etc..., any remaining balance will be refunded.

V. Resident Obligations

- A. The resident is totally responsible for the care and cleanliness of any pet on the premises. The resident is responsible for the disposal of kitty litter and "pooper scooping" outdoor waste.
- B. The resident must provide management with an emergency contact person to care for any pet on a temporary or permanent basis if the resident is no longer able to do so. The resident understands that management will contact this person if the pet is improperly cared for, show signs of abuse, causes damage to the premises, or presents a danger to others.
- C. The resident acknowledges that management/owner is not responsible for any injury or illness to the pet or to any individual from the pet. (Management recommends that the pet owner obtain liability insurance for the pet. If a problem should arise, insurance will be required.)
- D. Should the On-site Manager or another resident or staff member consider the pet to be a nuisance (ie. making noise for substantial lengths of time or at hours which disturb the quiet enjoyment of other residents, or dangerous behavior) to the property, other resident, or other animals, he/she may file a complaint with management or law enforcement officers. The complaint will then be discussed with the pet owner, and may lead to management revoking the approval for housing the pet, if the allegations are proven true.
- E. With the exception of a trained and certified seeing eye or hearing animal, no pets will be allowed in the community rooms or laundry rooms. Pets may only accompany the owner as he/she is entering or leaving common areas. Pets must be on a leash while outside the residents unit.
- F. The resident agrees that, with written notice, these rules may be amended as needed.
- G. Any pet housed without management authorization will be considered a violation of the resident's lease.

- H. Visiting pets are not allowed.
- I. No dog houses are allowed.
- J. Pets will be required to be on a leash at all times while walking outside the unit.
- K. No stakes or leashes placed in the yard.

VI. Notification Policy

In the event that any pet owner violates these pet rules, management shall provide notice of such violation as follows:

A. Creation of a Nuisance

1. The owner of any pet which creates a nuisance upon the grounds or by excessive noise, odor or unruly behavior shall be notified of such nuisance in writing by management and shall be given no more than five (5) days to correct such nuisance.
2. Consistent with local and state ordinance, management shall take appropriate steps to remove a pet from the premises in the event that the pet owner fails to correct such a nuisance with the five (5) day compliance period.

B. Dangerous Behavior

1. Any pet which physically threatens and/or harms a resident, guest, staff member or other authorized person present upon the property grounds shall be considered dangerous.
2. Management shall provide written notification to the pet owner of dangerous behavior and the pet owner shall have no more that five (5) days to correct the animal's behavior or remove the pet from the premises.
3. Consistent with local and state ordinance, management shall take appropriate steps to remove a pet from the premises in the event that the pet owner fails to correct the dangerous behavior of his/her pet within the compliance period.
4. ANY PET WHICH CAUSES PHYSICAL HARM TO ANY RESIDENT, GUEST, STAFF MEMBER OR OTHER AUTHORIZED PERSON PRESENT UPON THE PROPERTY GROUNDS SHALL BE IMMEDIATELY REMOVED FROM THE PREMISES BY FOLLOWING THE PROPER PROCEDURE THROUGH THE LOCAL AUTHORITIES.

I:\DPM, Inc. Manual Changes\Duplex Pet Regulations 11-11-10.doc 11/10

"In accordance with Federal law and U.S. Department of Agriculture policy, this Institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and familial status (Not all prohibited bases apply to all programs).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, or call (800) 795-3272 (voice), or (202) 720-5964 (TDD)."



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Duplex Pet Agreement

THIS AGREEMENT entered into this _____ day of _____ ,

_____ , by and between _____ Duplexes, and Resident, in consideration of their mutual promises agree as follows:

1. Resident desired and has received permission from the DPM, Inc. office to keep the pet named and described as:

2. This agreement is an Addendum to and part of the Rental Agreement and/or Lease between _____ Duplexes and Resident executed on _____ , _____. In the event of default by Resident of any of the terms of this Agreement, Resident agrees, upon proper written notice of default from DPM, Inc. office, to cure the default, remove the Pet, or vacate the premises. Resident agrees that DPM, Inc. office may revoke permission to keep the Pet on the premises by giving Resident proper written notice.
3. Resident agrees to pay a security deposit of **\$200.00**, receipt of which is hereby acknowledged. Management may use from there such amount as is reasonably necessary to take care of any damages or cleaning caused by or in connection with the Pet. At the termination of this Pet Agreement, pet deposit will be added to the rental agreement security deposit, and disbursed thereafter, as required by law. After deducting any cost for fumigation, cleaning, deodorizing, de-fleaing, emergency boarding, etc..., any remaining balance will be refunded.
4. Resident agrees to comply with:
 - a. The Health & Safety Code;
 - b. All other applicable governmental laws and regulations, such as but not limited to, licensing, etc.
 - c. PET REGULATIONS of the duplex.
5. Resident represents that the Pet is quiet and housebroken, and will not cause any

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damage or annoy other residents.

6. Resident agrees that the Pet will not be permitted outside the Resident's unit, unless accompanied by the owner and is on a leash.
7. Resident shall not permit the Pet to cause any damage, discomfort, annoyance, nuisance, or in any way to inconvenience or cause complaints from any other Resident. Any "mess" created by the Pet shall immediately be cleaned up by Resident.
8. Resident agrees to remedy any emergency situations involving the Pet (e.g., attack by Pet, staff member, another resident, or a guest) within 24 hours and any nuisance situations or dangerous behavior within five (5) days.
9. Resident will be financially responsible for any flea or other insect infestation that affects his/her own or adjacent units as a result of his/her Pet.
10. Any Pet left unattended for 12 hours or more or whose health is jeopardized by the Resident's neglect, mistreatment, or inability to care for the animal shall be reported to the SPCA or other appropriate authority. Such circumstances shall be deemed an emergency for the purposes of the Management right to enter the Resident's unit to allow such authority to remove the animal from the premise. The Management accepts no responsibility for any Pet so removed.
11. Resident agrees to maintain the Pet in a healthy condition and to update the PET INFORMATION on an annual basis with Management.
12. Resident agrees to indemnify, defend and hold management harmless from and against any and all claims, actions, suits, judgments, and demands brought by any other party on account of or in connection with any activity of or damage caused by the Resident's Pet.

Resident has read and agrees to comply with the PET REGULATIONS, which are herein incorporated by reference, and agrees to comply with such rules and regulations as may be reasonably adopted from time to time by management.

Manager: _____ Date: _____

Resident: _____ Date: _____

Resident: _____ Date: _____

PET INFORMATION

Property Name: _____

Resident's Name: _____ Unit Number: _____

Pet's Name: _____ Pet's Age: _____

Description of pet: _____

Vet's Name: _____

Vet's Phone Number: _____

Address: _____

*****THIS SECTION MUST BE COMPLETED BY YOUR VETERINARIAN*****

How long have you provided service for this pet? _____

Date pet was spayed, neutered, or declawed: _____

Date of most recent vaccination: _____

Date of flea prevention: _____

Current weight of pet: _____ Weight of pet at adult age: _____

Veterinarian signature: _____ Date: _____

License Number: _____

In case of emergency, the following person should be contacted to care for the pet:

Name: _____ **Phone:** _____

Address: _____