

# Kirchhoff Property Management, Inc.

45 Eastdale Avenue, N., Suite 200 • Poughkeepsie, NY 12603  
(845) 635-2000

## 1. PVP Animal Policy Agreement

### 1.1 ANIMAL AGREEMENT

This agreement is made between Brookside Meadows and resident(s) of the apartment home located at: and is effective as of the date of the last signature below. In response to resident's request, Brookside Meadows agrees to allow resident to house the following housebroken animal(s) at the same address.

### 1.2 ESA / SERVICE ANIMAL REPRESENTATION AND COMPANION ANIMAL REPRESENTATION

**Service Animal Representation.** If the resident representing to us that your dog is a service animal, then please complete the following questions. Please note that failure complete these questions truthfully will jeopardize your animal's treatment as a service animal. For the Emotional Support animal to be legal, the tenant needs to provide **The Owner** documentation from a licensed medical professional stating that the animal is being used to manage a health condition. Emotional support animals are different from service animals, which are defined under the Americans with Disabilities Act as a dog trained to perform tasks for a person with a disability.

**Companion Animal Representation.** If the Resident is representing to us that the Resident's animal is a companion animal, then please provide documentation that the Resident suffers from a disability and a medical explanation of the relationship between the disability and the need for a companion animal.

### 1.3 BREED RESTRICTIONS

**Pleasant Valley Properties, LLC. d/b/a Brookside Meadows** has certain breed restrictions that are not allowed anywhere or anytime on The Premises. Below is a list of the restricted breeds:

Akita	Pit Bull Terriers & Pit Mix
Mastiff	Staffordshire Terrier
Cane Corso	Rottweiler
Great Dane	German Shepherd
Alaskan Malamute	Presa Canarios
Siberian Husky	Chow Chows
Dalmatian	Doberman Pinscher
Australian Cattle Dog	Boxer

If any of these Breeds are found on the Premises, Resident is subjective to fines and eviction.

*Copy of current rabies certificate shall be attached to this agreement, as well as picture of animal and proof of animal's weight.*

### 1.4 ANIMAL POLICY

**Pleasant Valley Properties, LLC. d/b/a Brookside Meadows** is pleased to offer apartment homes to residents with housebroken/neutered animals.

The following rules shall apply:

1. A maximum of 2 housebroken animals are allowed per residence.
2. Animals must be spayed or neutered and have all proper licenses, permits and required shots.
3. SERVICE ANIMALS ONLY are allowed in the pool area, clubhouse, or other recreational facility.
4. The maximum full-grown weight for dogs is **50 pounds in total**. (Service animals are exempt from this limitation.) If you have two dogs in the apartment, their combined weight must be under **50 pounds**.
5. Dogs must never be left unattended outdoors, and must ALWAYS be kept on a leash with a maximum length of 10 feet. Dogs must be curbed and all waste properly cleaned and disposed of by the tenant. Should violations be observed, applicable charges (as set forth in the schedule of fees in the Community Rules & Regulations) for staff removal of animal waste will be posted to owner's account upon each violation.
6. Cats must be indoor-only cats. **Pleasant Valley Properties, LLC. d/b/a Brookside Meadows** does not allow free-roaming cats on the property. Stray and/or Feral cats must NOT be fed.
7. Management reserves the right to disapprove of animals other than cats and dogs. Management approval of any animal other than a cat or dog MUST be obtained prior to housing the animal.
8. Fish and/or animal tanks may not exceed 1 gallon in capacity.
9. Rabbits, ferrets, chinchillas, snakes, spiders, reptiles, birds and other exotic animals are strictly prohibited.

## 1.5 ANIMAL FEE

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Residents will pay a one-time non-refundable fee, and monthly fees per dog and per cat during the lease term. (Upon the loss of an animal, proper documentation approved by management will terminate the monthly fee for that particular animal.) Animal fees are as follows:

1. Each dog requires a \$500.00 non-refundable fee. The monthly fee is \$40 per dog.
2. Each cat requires a \$500.00 non-refundable fee. The monthly fee is \$25 per cat.
3. After expiration of lease and residents vacate the premises, management will determine the damages, if any, caused by the animal(s) housed in that apartment home. (This includes the cost of any necessary de-fleeing, deodorizing, and shampooing of carpet to protect future residents from possible health hazards.) Such damages shall be deducted from the unit security.

### **This animal agreement is conditioned on the following terms:**

*Only* the above-mentioned animals will be kept at the premises. This agreement shall not be construed as permitting additional animals, or the replacement of the described animal(s) with another in the event of its transfer, loss, or death.

All dog owners must maintain current liability insurance with a policy limit of no less than \$100,000.00 evidencing coverage for the resident(s) and Brookside Meadows, which must be named as an additional party insured, against any injury or damaged caused by the subject dog(s). An initial copy of the liability insurance policy must be provided to Brookside upon execution of this agreement. Copies of any new policies or renewal policies must be provided to Brookside Meadows' management office annually.

Residents shall comply with all applicable laws, ordinances and regulations pertaining to animals and the keeping and care of animals. Residents shall prevent the animal(s) from becoming an annoyance to or source of discomfort or complaints from, other tenants of the building or complex, or neighbors. **Any and all urine, fecal matter, or other excretions from the animal shall be cleaned up by tenant immediately.** The animal may not be allowed to urinate or defecate on any unprotected flooring inside the premises. Resident shall remove and properly dispose of any and all animal waste inside and outside the premises.

Resident shall prevent the animal from doing any damage to the rental unit or common areas or other rental units in the building or complex. Animal shall not be fed or watered directly on any carpeted or LVT area in the rental unit. Resident shall not permit the infestation of the unit by fleas or other vermin caused by the animal. Resident shall be liable for all damages or expenses arising out of the actions of the animal, and shall hold Brookside Meadows owners, agents, and employees harmless from all liability or loss arising out of the actions of the animal.

In the event management receives a complaint regarding the resident's animal, the resident agrees to fully cooperate with management in its investigation of the complaint, including but not limited to scheduling an appointment to allow management to view the animal.

In the event that management, in its sole discretion, shall determine that it is in the best interest of Brookside Meadows to revoke this agreement, management shall provide resident with thirty (30) days written notice to remove the animal. However, should the animal be deemed a safety or health threat management may demand removal of the animal within five (5) days. Resident shall permanently remove the animal from the premises within thirty days, or five days if required, in compliance with such notice. The animal deposit shall remain a portion of the security deposit to be accounted for according to law upon vacation of the premises by tenant.

*This agreement is subject to the Community Rules and Regulations as amended from time to time.*

## 1.6 VISITING ANIMALS

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If an animal will be visiting your apartment, the Resident must receive prior written approval from the **Pleasant Valley Properties, LLC, d/b/a Brookside Meadows Management. If Pleasant Valley Properties, LLC, d/b/a Brookside Meadows is not informed of a visiting dog, there will be a \$100 fee to the Resident.**

This agreement is an addendum to the Lease by which resident leases the premises listed above, and upon execution by all parties shall become a part thereof. The breach of any term of this Animal Agreement shall be deemed a breach of the Lease and subject to all remedies available under state law. **Acceptance of this agreement by one resident-occupant shall be deemed accepted by and shall be binding upon all other resident-occupants of the apartment home**

## 1.7 ANIMAL INFORMATION

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