

PET POLICY EXCEPTIONS

The following are exceptions in accordance with the *Pet Policy* for keeping pets by tenants at Pacific Lutheran Theological Seminary (PLTS):

For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person who is at least the age of 62 or disabled (according to the definition contained in Section 19901 of the California Health and Safety Code) and the family must request authorization to have a service animal.

An assistance animal is defined as an animal that may perform many disability-related functions, including, but not limited to the following:

- * Guiding individuals who are blind or have low vision
- * Alerting individuals who are deaf or hearing impaired
- * Providing minimal protection or rescue assistance
- * Pulling a wheelchair
- * Fetching items
- * Alerting persons to impending seizures
- * Providing emotional support to persons with disabilities who have a disability-related need for such support.

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to PLTS's pet policies. In all cases, pet ownership must be approved in writing through the execution of a Pet Agreement.

Except for tenants with disabilities who have assistance animals to assist them (as noted above), all pet owners must abide by the *Pet Policy*. PLTS may change the rules at any time, providing new rules instituted are reasonable and tenants are given at least 30 days advance notice of the change.

PET POLICY

1. Tenants who wish to keep a pet must request permission in writing and must submit a photo of the pet and the required documentation as stated on the pet agreement, signed by a licensed veterinarian or state/local authority, that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free.

2. Pet agreements will be executed when these requirements are met. This registration must be renewed annually and will be coordinated with the annual reexamination not later than August 1st.

3. If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.

If the responsible party is unwilling or unable to care for the pet, or if PLTS cannot contact the responsible party after reasonable attempts, PLTS may contact the appropriate state or local agency and request the removal of the pet.

If another household member is eligible to own the pet and wishes to do so, he/she must request and receive PLTS approval and complete a Pet Agreement Form.

4. Only common household pets are permitted. A common household pet is defined as a domesticated dog, cat, fish or bird that is traditionally kept in the home for pleasure rather than commercial or other purposes. Fish aquariums of 25 gallons or less are exempt from the pet policy.

The following animals are not considered common household pets:

- * Reptiles
- * Rodents
- * Insects
- * Arachnids
- * Wild animals or feral animals
- * Pot-bellied pigs
- * Animals used for commercial breeding

The following animals are not permitted:

- * Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites or lacerations to small children.
- * Any animal not permitted under state or local law or code. A partial listing of illegal pets in California can be found at: <http://tinyurl.com/42jj649>

5. Tenants may have a maximum of one pet.

6. Pets that are not owned by a tenant are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals. Fostering animals who are awaiting adoption is not allowed.

7. Dogs and cats must be spayed or neutered and owners must show evidence of current rabies and distemper shots, and overall good health at the time of registration. If the pet is under the age of six months upon entering the unit, the tenant must have the animal spayed or neutered within 30 days of turning six months old. Dog and cat owners must provide PLTS with the name of their veterinarian.

8. Dogs and cats must be kept free of fleas

9. Each year at the time of their annual reexamination, pet owners must complete a new Pet Agreement form, which will constitute a renewal of their request to own the pet(s), and PLTS's approval of pet ownership. At this time, the pet owner must certify that the pet continues to be in good health and has had all required vaccinations.

10. Dogs must be licensed with the City of Berkeley and must wear identifying tags at all times. Tenants must provide proof of licensing at the time of registration and annually, in conjunction with the tenant's annual reexamination. Pet owners must abide by all other City ordinances pertaining to pet ownership incorporated herein by reference.

11. Pet owners must maintain pets responsibly, in accordance with PLTS policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations.

12. Dog and cat owners must pay a pet deposit in the amount of **\$500** to defer the cost of repairing potential damage to the premises caused by their pet. The full pet deposit is due upon execution of the Pet Agreement.

The pet deposit is separate from, and in addition to, any security deposit held on behalf of the tenant by PLTS. The pet deposit will be refunded to the pet owner within 30 days of the day the pet is removed, or the tenant vacates the unit, minus deductions detailed in writing.

This deposit may not be used to pay the cost of fines described in these rules and does not limit the tenant's liability for the cost of repairs or replacements, cleaning, deodorizing, fumigation of the dwelling unit, flea eradication, and/or personal injuries due to action of the pet. If the tenant is in occupancy when such costs occur, the resident shall be billed for such costs as incurred by PLTS. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

13. All pets must be leashed or caged and under control of their owner, or other responsible individual, at all times when taken outside the unit. Owners may not permit pets to roam on or off the property, and may not tie them to trees, poles, fences, etc. on the property at any time.

Dog owners must take care to walk their dogs away from pedestrian areas and must remove animal waste and clean up after their pet. A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Such charges will be due and payable 14 calendar days after billing.

After two pet waste violations, the tenant will be given a written warning. After three pet waste violations, the Pet Agreement will be terminated. The pet owner's failure to remove the pet once the Pet Agreement has been terminated may result in the initiation of procedures to remove the pet and/or termination of the pet owner's tenancy.

14. Owners are responsible for the sanitary care of their pet and their unit. Cages and litter boxes must be cleaned frequently, and the toilet may not be used for waste disposal. Food may not be left out for long periods of time.

PLTS may periodically inspect the units of pet owners, with reasonable advance notice, to insure compliance.

15. Tenants must board their pets away from the apartment complex when they intend to leave their unit for a day or more, and no other responsible person is present, able, and willing to properly care for the pet.

Pets may not be left unattended for unreasonable periods of time. PLTS reserves the right to consider the presence of an unattended pet an emergency, and will enter the unit to remove the pet if deemed necessary.

The Pet Agreement requires tenants to provide PLTS with the name of a relative or friend who has agreed to assume responsibility for the pet in the event of sudden illness or death.

16. PLTS staff, including maintenance personnel, reserve the right to refuse to enter a unit to perform work where there is an unattended animal.

17. Pet owners must keep their pets under control at all times and must insure that other residents are not disturbed by odor, barking, aggressive behavior or personal injury. When a pet causes physical injury of any kind to any person on the property, PLTS will promptly request that the owner remove the pet, at which point the owner must immediately comply. If the pet is removed as a result of any aggressive act on the part of the pet, PLTS

will automatically terminate the Pet Agreement and the pet will not be allowed back on the premises.

18. Pet owners are expected to exercise responsible and courteous behavior so that the presence of their pet on the property in no way violates the rights of others to peaceful enjoyment of the premises.

19. PLTS may impose fines upon tenants for the violation of any pet rule contained herein. At the time of the first occurrence of a pet owner violating any rule (aside from that of the pet waste rule), PLTS will send the owner a written warning and no fine will be assessed. Upon the second occurrence of that owner violating the same rule, or any other rule, PLTS will fine the tenant \$25.00. A third violation will result in the Pet Agreement being terminated. The pet owner's failure to remove the pet once the Pet Agreement has been terminated may result in the initiation of procedures to remove the pet and/or termination of the pet owner's tenancy.

20. Except for Assistance Animals no pet is allowed in classrooms, offices, Chapel, administrative or faculty offices without the express permission of **all** person(s) occupying those spaces. Pet owners agree to be sensitive to those persons who have allergies to dogs and/or do not wish to be around them. **When on campus and in common areas of residential facilities, administrative buildings, or worship spaces dogs must be kept on a leash, regardless of whether or not they are obedience-trained. No person in a management or supervisory position at any PLTS residential property may authorize an exception to this policy.**

21. PLTS pet owners, when off campus property agree to abide by the City of Berkeley's Municipal Codes including Section 10.04.090, a portion of which states: Except in an area specifically set aside and designated by the City Council as a "dog park" or "off-leash" area, no owner/guardian or keeper of a dog shall allow or permit such dog, whether licensed or unlicensed, to be or run at large in or upon any public place or premises, or in or upon any private place or premises, other than those of said owner/guardian or keeper except with the consent of the person in charge of said private place or premises, unless such dog is securely restrained by a substantial leash not to exceed six feet in length and is in charge and control. An obedience-trained dog under effective charge and control within six feet of his master shall be deemed to be on a leash.

22. The PLTS Pet Policy will be reviewed on an annual basis. Should the decision be made to terminate the policy, tenants living in PLTS housing with pets may remain through the duration of their program of study. Tenant understands that a new Pet Policy agreement must be executed each year and/or whenever the signing of a new lease is required.

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PET AGREEMENT

This Pet Agreement serves as an addendum to the dwelling lease dated _____ between the Pacific Lutheran Theological Seminary and:

Tenant Name _____ Street Address _____

Both parties agree that the Tenant is requested permission in writing to keep a pet in his/her unit, and that said ownership is approved subject to execution of this Agreement and compliance with the Pet Rules attached. Both parties further agree that the following information on the pet(s) was provided by the tenant:

Generic species: (dog, cat, etc.) _____

Approximate Age _____ Size/Weight _____

Description of pet: _____

Name of Veterinarian _____

Address _____ Phone _____

City License No. (dogs only – photocopy of official licensure must be submitted within 30 days of occupancy) _____

Check: (Dogs and cats only) Evidence of the following received:

Spaying/Neutering [____] Distemper/rabies shots [____]

Person who has agreed to remove and care for pet at the request of PLTS in case of emergency:

Name _____ Relationship _____

Address _____

Phone _____ E-mail _____

Executed on this _____ day of _____, 2018

Tenant

PLTS Housing Coordinator