

**BEL AIR SAPPHIRE**  
A Division of Trem|Wel Energy, LLC  
830 W. Davis Street, Fayetteville, AR 72703  
Tel: (479) 799-9190

**PET ADDENDUM TO DWELLING UNIT LEASE CONTRACT**

(Last Revised October 22, 2023)

The undersigned agree that this addendum is incorporated in and made a part of the Dwelling Unit Lease Contract dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ on the Dwelling Unit(s) at:

**CAT(s) Only**

\_\_ 808 Lawson, #2

\_\_ 808 Lawson, #5

\_\_ 808 Lawson, #7

**CAT(s) and / or Approved DOG(s)**

\_\_ 850 Kelley

\_\_ 830 Davis

\_\_ 912 Bel Air

\_\_ 1519 Leverett, #18

\_\_ 1519 Leverett, #21

\_\_ 1519 Leverett, #26

\_\_ 917 Kelley

\_\_ 840 Davis

\_\_ 1062 Bel Air

\_\_ 1519 Leverett, #19

\_\_ 1519 Leverett, #22

\_\_ 1519 Leverett, #28

\_\_ 926 Kelley

\_\_ 906 Davis

\_\_ 1519 Leverett, #20

\_\_ 1519 Leverett, #23

between these same parties and that it shall be renewed and expire under the terms and conditions of the Dwelling Unit Lease Contract.

It is understood and agreed to that:

1. It is the essence of this agreement that if any of the terms and conditions herein specified are violated, Resident(s) shall be required to immediately and permanently remove the pet from the dwelling unit. If the Resident fails to immediately and eminently remove the pet from the dwelling unit and its yard(s); if any), this shall constitute grounds for immediate termination of the above referenced Dwelling Unit Lease Contract.

**2. DESCRIPTION OF PET (please print):**

**Pet #1:**

Species (e.g., dog, cat, etc.) \_\_\_\_\_ Breed (e.g., Golden Retriever) \_\_\_\_\_ Spayed/Neutered (Yes or No)? \_\_\_\_\_

City of Fayetteville requires animals be micro-chipped. Has the animal had this procedure (Yes or No)? \_\_\_\_\_

City of Fayetteville requires animals have rabies vaccination. Has the animal had this procedure (Yes or No)? \_\_\_\_\_

Weight, if dog \_\_\_\_\_ Color \_\_\_\_\_ License # \_\_\_\_\_ Pet Name \_\_\_\_\_

Name of Pet Guardian (must be a Lessee) \_\_\_\_\_ Name of Pet Owner \_\_\_\_\_

Telephone # of Pet Owner and Emergency Contact \_\_\_\_\_

**Pet #2:**

Species (e.g., dog, cat, etc.) \_\_\_\_\_ Breed (e.g., Golden Retriever) \_\_\_\_\_ Spayed/Neutered (Yes or No)? \_\_\_\_\_

City of Fayetteville requires animals be micro-chipped. Has the animal had this procedure (Yes or No)? \_\_\_\_\_

City of Fayetteville requires animals have rabies vaccination. Has the animal had this procedure (Yes or No)? \_\_\_\_\_

Weight, if dog \_\_\_\_\_ Color \_\_\_\_\_ License # \_\_\_\_\_ Pet Name \_\_\_\_\_

Name of Pet Guardian (must be a Lessee) \_\_\_\_\_ Name of Pet Owner \_\_\_\_\_

Telephone # of Pet Owner and Emergency Contact \_\_\_\_\_

No other animal (including any offspring) shall be permitted by Resident(s) in the dwelling unit or dwelling community/property at any time except for small fish and then only in only a single 20-gallon or lesser size tank.

3. **PET DEPOSIT** - The Resident(s) shall pay to Trem|Wel Energy, LLC a pet deposit in the amount of **\$400.00** per pet maximum two pet species, one pet per species. No deposit is required for small fish. If the lessee has a pet prior to moving on property, the deposit must be paid prior to or upon move-in. If the pet is obtained during the lease term, payment of said deposit is due before pet is brought into the dwelling unit or onto its yard(s). Full payment of the deposit is required regardless of the length of time the pet occupies the dwelling unit. Payment of this deposit does not alter the Lessee's responsibility under the terms of the lease to keep the dwelling unit and its components including yard(s) clean and without damage.

4. **MONTHLY PET FACILITIES USAGE FEE** – The Resident(s) shall pay to Trem|Wel Energy, LLC a pet facilities usage fee in the amount of **\$30.00** monthly per pet maximum two pets for the pet(s) to be maintained in the dwelling unit or its yard(s). The fee is due and payable, in advance. In the case of partial months this fee may not be prorated on a daily basis or otherwise.

The rent payment procedures, form of payment, late rent fees and returned check fees provisions of the Dwelling Unit Lease Contract between Bel Air Sapphire and the Resident(s), to which this agreement is an addendum, shall apply.

5. **RESTRICTIONS** –

1. Up to two pet species, one pet per species, will be permitted per dwelling unit.
2. No puppies, aggressive, or barking-prone dogs, or dogs that are vicious or have previously bitten or injured anyone will be considered. We love dogs too, however, some breeds of dogs have been deemed “aggressive” by the insurance industry or have a reputation for being aggressive. Other dogs are high on the trait of excessive barking. We do not want to put neighbors in the position of having to endure excessive barking.

A partial list of some dog breeds known to be friendly or docile includes: Bassett Hounds, Golden Retrievers, Labradors, and Greyhounds.

Immediately below is a list of the worst breeds for excessive barking (Taken from barkingdogs.net which cited *The Perfect Puppy: How to Choose Your Dog by Its Behavior* by Benjamin and Lynette Hart). We will not consider breeds at Level 5 or higher and those breeds below Level 5 that are considered aggressive.

Worst breeds for excessive barking ranked from least offensive barkers (least likely to bark inappropriately) to most excessive barkers (most likely to bark when they should not be barking).

1. Bloodhound  
Golden Retriever  
Newfoundland  
Akita Rottweiler (Aggressive and therefore not considered)  
Chesapeake Bay Retriever
2. Labrador Retriever  
Australian Shepherd  
Great Dane  
Old English Sheepdog (Aggressive and therefore not considered)  
Alaskan Malamute (Aggressive and therefore not considered)
3. Saint Bernard  
Boxer (Aggressive and therefore not considered)  
Doberman Pinscher (Aggressive and therefore not considered)  
Vizsla  
Collie  
Bulldog (Aggressive and therefore not considered)
4. Chow Chow (Aggressive and therefore not considered)  
Brittany Spaniel  
Basset Hound  
Norwegian Elkhound  
Afghan Hound
5. German Shorthaired  
Pointer  
Standard Poodle  
Bichon Frise  
Keeshond  
Siberian Husky
6. English Spring Spaniel  
Dalmation (Aggressive and therefore not considered)  
Cocker Spaniel (Aggressive and therefore not considered)  
German Shepherd (Aggressive and therefore not considered)  
Shih Tzu  
Samoyed
7. Scottish Terrier  
Weimaraner  
Dachshund (Aggressive and therefore not considered)  
Pug  
Airedale Terrier
8. Irish Setter  
Maltese  
Pomeranian  
Lhasa Apso  
hetland Sheepdog  
Boston Terrier

9. Chihuahua  
Silky Terrier  
Pekinese  
Minature Poodle  
Toy Poodle
10. Yorkshire Terrier  
Cairn Terrier  
Miniature Schnauzer  
West Highland White  
Terrier  
Fox Terrier  
Beagle

The book, *The Perfect Puppy: How to Choose Your Dog by Its Behavior* by Benjamin Hart and Lynette Hart is a suggested guide where it concerns the list of dogs that bark inappropriately.

3. The following pets will be allowed without a pet fee but must obey these rules: Fish – Small fish aquariums will be allowed without a pet fee but must not exceed 20-gallon capacity. No other animal (including any offspring) shall be permitted by Resident(s).
4. All dogs and cats must be spayed or neutered, properly licensed, inoculated, and leashed/penned as required by local law. Resident(s) agrees to maintain such licensing and inoculation of the pet and to furnish Manager with evidence thereof promptly upon request.
5. No pets "visiting" or otherwise beyond those approved are permitted.

## 6. PET POLICIES:

**LICENSING** – The Residents agree to provide the pet with a clearly visible identification tag and collar and agree to comply with local health and safety code regulations and ordinances including leash and licensing requirements.

**PET CONTROL** – The Resident(s) agree that while anywhere in the community, and immediately outside its perimeter in the case of our townhouses conduct any pets or service animals you may have, and require other persons on the premises with your consent to conduct their pets or service animals they may have, in a manner that will not disturb your neighbor's peaceful enjoyment of their premises and to keep their pet or service animal under control at all times and to keep their pet quiet at all times. Under no circumstances are pets allowed to roam unattended in the common areas or outside the dwelling unit except in fenced in areas. The Resident(s) agree not to leave their pet unattended for any unreasonable period of time. The Resident(s) agree to keep any pet dog on a leash or in a carrier when outside the dwelling unit except when in fenced in areas. The resident(s) agree not to leave their pet unattended, chained, or leashed outside the dwelling unit or on a patio, deck or balcony. If the Resident(s) is to be away from the dwelling for more than 48 hours, arrangements must be made for the care of the pet. The Resident Manager must be notified of any pets that will be unattended for more than 48 hours. The Resident(s) understand that pets left unattended would be considered an emergency and should be reported to the City of Fayetteville, Animal Services division or other appropriate authority for removal from the dwelling unit and its yard(s) at Resident(s)'s expense. Management accepts no responsibility for any pet so removed.

**PET SANITATION** – The Resident(s) agree that all animal waste or litter from litter boxes or cages is to be picked up and disposed of in a sealed plastic bag and placed in the dwelling's trash container. The Resident(s) agree to provide adequate care for the animal including current inoculations as required or necessary. The Resident(s) agree to keep litter boxes away from decks, patios, or intake vents.

**PET PROBLEMS** – The Resident(s) agree to keep the pet from being unnecessarily noisy or aggressive and causing any annoyance, discomfort or nuisance to other Resident(s). Please note, any complaints made through the Management will be remedied immediately. The Resident(s) agree that pets that fight with or otherwise harm other pets or which continually disturb the peace and quiet of the neighbor Residents through noise (barking, meowing, whining, et cetera), smell, animal waste, biting, scratching or other nuisance must be removed from the dwelling unit and its yard(s). The Resident(s) also agree that upon written notice from Management, the Resident(s) will remove the pet from the dwelling unit and its yard(s) within 30 days.

**PET HOUSES** – The Resident(s) agree that dog- and cat-houses or carriers are not permitted on patios, decks, or balconies.

**CAT SCRATCH POSTS** – The Resident(s) agrees that upon occupancy by a clawed cat(s) there will be a scratch post in the dwelling unit for the duration of the cat(s)'s occupancy and that a clawed cat(s) shall not be left in an enclosed room without the room having a scratch post in it.

## 7. EXTRA CHARGES:

**CLEANING** – Resident(s) agree to pay the normal market value cost for cleaning the common areas because of a Resident(s)'s pet. This includes disposal of waste, cleaning up tracked mud, digging in the garden areas, et cetera.

**DAMAGES** – Resident(s) agree to pay for all damages caused by the pet to any of the common ground areas (Examples include but are not limited to: dug up plants, scratched, gnawed, or dug under doors, gates, walls, and fences, et cetera.)

**FLEA EXTERMINATION AND PET ODOR** – Resident(s) agree to pay for the full cost of ridding the dwelling unit of pet odors and fleas if a flea infestation occurs. Resident(s) may also be financially responsible for any flea or other insect infestation that affects adjacent dwelling units as a result of the Resident's pet. The decision to employ pest control will be at the sole discretion of Management.

**PAYMENT** – The above charges will be billed to the Resident(s) after services or repairs are completed.

**PET SITTING** – Resident(s) must let Management know the details of any "pet sitting" before it occurs.

