



Property Management

Service & Support Animal Addendum

1.1 Agreement

This addendum is made this day _____, for the Residential Lease Agreement entered into by and between Cox Realty® LLC acting as an agent for the owner, herein referred to as LESSOR, and

_____, herein known as LESSEE, which shall bind each LESSEE'S heirs, assigns, estate, Co-Signers (if any) and appointed representatives for the following property:

1.2 Lessee Request

Lessee has expressly requested this Addendum for a Disability as outlined in Utah Code 62A-5b-102 in conjunction with the Lessor providing reasonable accommodation for Lessee's Support or Service Animal through the Lessor's Reasonable Accommodation Request form, located at www.CoxUT.com/esa. Except as expressly modified herein, all terms of the Residential Lease Agreement entered into between the parties control.

1.3 Authorization to bring support or service animal on property

Upon the full execution and delivery of this Addendum by the Lessee the following Service and/or Support Animal(s) may be brought onto the property:

Lessee also agrees that they must submit a picture of their support and/or service animal(s) to the Lessor.

1.4 Terms

Lessee represents and affirms that it has properly licensed the Support or Service Animal if there is any general municipal or governmental licensing requirement for this type of animal and that you have inoculated the animal for rabies and other usual inoculations for this type of animal. Lessee further represents that the Support or Service Animal(s) does not pose a direct threat of harm or danger to any persons and will not cause damage to the Property.



Property Management

Service & Support Animal Addendum

Lessee acknowledges that the ownership of or need for the Support or Service Animal does not entitle you to permit the animal to bother, disturb, threaten or harm other persons without cause. Further, Lessee agree to keep their animal from being unnecessarily noisy or aggressive and causing any annoyance or discomfort to others and will remedy immediately any complaints made through Lessor.

When outside of the Property the animal must be supervised and you must retain control of the animal at all times.

Lessee is responsible for the proper disposal of all animal waste, both inside and outside the property. You acknowledge that if the animal violates the rules in this Addendum or the Residential Lease Agreement, the Lessor has the right to evict both you from the Property, as well as exercise all other remedies available by law.

Lessee agree not to leave food or water for their animal or any other animal outside their dwelling where it may attract other animals.

1.5 No Fees/Changers, Tenant Responsible for Damages

Lessor will not charge any pet fees, pet rent or a security deposit for the Support or Service Animal(s) approved in section 1.3 above.

Lessee understands and acknowledges that they are responsible for and will be liable for any damages that the animal may cause to the Property, as outlined in Utah State Code 62A-6b-104 subsection (b)(ii), including but not limited to walls, floors, carpets or stains that any animal causes, regardless of ownership of said animal and agrees to restore the property to its original condition at their expense.

1.6 Tenant Agrees to follow Utah Law

Specifically in reference to a "service animal(s)" and/or "support animal(s)" as defined by Utah Code 62A-5b-102, you will comply with Utah Code 62A-5b-101 to 104 and 106, in its entirety. If you misrepresent yourself as qualified to use a support and/or service animal, you agree that such conduct constitutes a material



Service & Support Animal Addendum

violation of the Residential Lease Agreement as well as Utah law (Utah Code 62A-6b-106 subsection 2) and that we shall have all rights and remedies set forth in the Residential Lease Agreement, including the right to terminate your lease, seek breach of contract damages, eviction, attorney's fees and court costs to the extent allowed by law.

1.7 Animal Offspring

Any Service or Support Animal(s) having offspring must be brought to the immediate attention of the Lessor.

1.8 Tenant Agrees to Indemnity Provisions

Lessee acknowledges and agrees that all Indemnity, Liability and Hold Harmless provisions set forth in the Residential Lease Agreement, to which this Addendum is expressly a part of, shall apply to all damages, injuries or harm resulting from or caused by the Service or Support Animal(s) to any person, animal, real or personal property.

1.9 Sign

By signing my name below I affirm that I have read and understand the terms of this Service and Support Animal Addendum to Residential Lease, had the opportunity to consult with legal counsel and agree that I will be jointly and severally liable for the complete fulfillment of the terms of this addendum.