

EXHIBIT D
PET RULES

These pet rules, received and acknowledged by _____, "Tenant" constitute a part of the Lease between Tenant and Harrisonburg Redevelopment and Housing Authority dated _____, 20____. All defined terms in the Lease shall have the same meanings herein unless otherwise defined.

1. Permission to Keep Pets. Tenant may, subject to the rules and requirements herein, keep common household pets in the Leased Premises. For purposes of this Addendum, "common household pet" means a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. "Common household pet" does not include reptiles (except turtles).

Tenant may keep no more than _____ pets in the Leased Premises, except that Tenant may keep only one (1) four-legged, warm-blooded animal.

Permitted pets are further limited as to size, weight and type as follows:

- a. No more than _____ feet tall;
- b. No more than _____ pounds;
- c. No vicious dogs (including, without limitation, Doberman Pinschers, pit-bulls, bull terriers, rottweilers and any dog that acts in an aggressive manner when unprovoked); and
- d. No animal that proves to be a nuisance to other residents (e.g, constant barking, howling, etc.).

2. Sanitation. The following outdoor areas are designated for pet exercise:

All pet waste must be removed and properly disposed of. In the case of cats and other animals using litter boxes, litter boxes must be changed as needed, but at least weekly, with all old litter properly disposed of.

Landlord may impose a waste removal charge of five dollar (\$5.00) per occurrence on Tenants who fail to remove pet waste in accordance with these rules. This charge shall not be considered part of Tenant's rent payment.

3. General Requirements; Standards of Care.

- a. Pets are prohibited in the following areas:
- b. All dogs and cats must be appropriately and effectively restrained and under the control of a responsible individual at all times while outside the Leased Premises.

- c. All pets must be inoculated in accordance with Virginia law and city ordinances.
- d. Tenant shall control noise and odors of pets.
- e. Dogs and cats shall be spayed or neutered.
- f. No pets shall be left in the Leased Premises unattended for more than one (1) day.

4. Registration. All pets must be registered with the Landlord prior to coming on the Grounds and annually thereafter. Registrations shall include:

- a. a certificate signed by a licensed veterinarian or a animal control officer empowered to inoculate animals stating that the pet has received all required inoculations;
- b. information sufficient to identify the pet and to demonstrate it is a common household pet; and
- c. the name, address and telephone number of one or more responsible parties who will care for the pet in the event Tenant dies, becomes incapacitated or is otherwise unable to care for the pet.

Landlord may refuse to register an animal or terminate an existing registration for the following reasons:

- 1. the above information is not provided for such registration or for the annual renewal of registration;
- 2. Landlord does not consider the animal to be within the definition of “common household pet”;
- 3. Landlord determines the animal is not appropriate to the Building based on its therapeutic value to Tenant, the interests of Landlord in the Building and Grounds or the interests of other residents.
- 4. Landlord reasonably believes Tenant is unable to keep a pet in compliance with these rules and Lease obligations based on Tenant’s habits, practices or temperment;
- 5. Landlord reasonably believes Tenant is financially unable to adequately and appropriately care for a pet; or
- 6. Landlord determines the pet’s conduct or condition constitutes a nuisance or threat to the health or safety of other residents.

If Landlord refuses to register or terminates an existing registration, Landlord shall notify Tenant of the reasons for the refusal or termination. The notice shall be served on Tenant as prescribed in the Lease.

5. Deposit. Tenants keeping dogs or cats shall pay a refundable deposit of \$_____ per pet. This deposit shall be paid in addition to Tenant’s rent and security

deposit. Landlord may use this deposit to pay reasonable expenses attributable only to Tenant's pet(s). Such expenses may include, without limitation, repairs and replacements to or fumigation of the Leased Premises or other parts of the Building and the cost of providing animal facilities as described in paragraphs 11 and 12. Landlord will return the unused portion of the pet deposit to Tenant within thirty (30) days after the termination of the Lease (provided Tenant has given Landlord its new address as provided in the Lease) or thirty (30) days after Tenant no longer keeps dogs or cats in the Leased Premises.

6. Notice of Violations. If Landlord determines Tenant has violated these rules, which determination must be based on objective facts supported by written statements, Landlord may serve Tenant with a notice of violation. The Notice shall be served as required in the Lease. The notice shall contain

- a. a brief statement of the factual basis for the determination and the pet rule or rules alleged to have been violated;
- b. state that Tenant has thirty (30) days from the effective date of service of the notice to correct the violation (including, in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation;
- c. state that Tenant is entitled to be accompanied by another person of his choice at the meeting; and
- d. state the Tenant's failure to correct the violation, to request a meeting or appear at a requested meeting may result in initiation of procedures to terminate Tenant's tenancy.

7. Pet Rule Violation Meetings. If Tenant makes a timely request for a meeting to discuss an alleged pet rule violation, Landlord shall establish a mutually agreeable time and place for the meeting but no later than 15 days from the effective date of service of the notice of pet rule violation (unless Landlord agrees to a later date). At the pet rule violation meeting, Tenant and Landlord shall discuss any alleged pet rule violation and attempt to correct it. Landlord may, as a result of the meeting, give Tenant additional time to correct the violation.

8. Notice for Pet Removal. If Tenant and Landlord are unable to resolve the pet rule violation at the pet rule violation meeting, or if Landlord determines that Tenant has failed to correct the pet rule violation within any additional time provided for this purpose under paragraph 7 above, Landlord may serve a written notice on Tenant requiring Tenant to remove the pet. The notice shall be served as required in the Lease or may be served on the Tenant at the meeting, if appropriate. The notice must:

- a. contain a brief statement of the factual basis for the determination and the pet rule or rules that have been violated;
- b. state that Tenant must remove the pet within 10 days of the effective date of service of the notice of pet removal (or the meeting, if notice is served at the meeting); and

- c. state that failure to remove the pet may result in initiation of procedures to terminate Tenant's tenancy.

9. Initiation of Procedures to Remove a Pet or Terminate Tenant's Tenancy.

Landlord may not initiate procedures to terminate Tenant's tenancy based on a pet rule violation, unless:

- a. Tenant has failed to remove the pet or correct a pet rule violation within the applicable time period specified in this section (including any additional time permitted by landlord); and
- b. the pet rule violation is sufficient to begin procedures to terminate Tenant's tenancy under the terms of this Lease and applicable regulations.

Landlord may, at any time it determines that a pet's conduct or condition constitute a nuisance or threat to the health or safety of other residents, initiate procedures to remove that pet.

10. Inspection. In addition to inspections permitted under the Lease, Landlord may, after reasonable notice to Tenant and during reasonable hours, enter and inspect the Leased Premises. Landlord may make such an inspection only if Landlord has received a signed, written complaint alleging (or Landlord has reasonable grounds to believe) that the conduct or condition of a pet in the Leased Premises constitutes a nuisance or a threat to the health or safety of the occupants of the Building.

11. Emergencies. If a pet becomes vicious, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to the health or safety of the tenancy as a whole, Landlord may enter the Leased Premises (if necessary), remove the pet, and take such action with respect to the pet as may be appropriate, including placing the pet in a facility that will provide care and shelter for a period not to exceed 30 days.

Landlord may enter the Leased Premises and remove the pet or take such other permissible action only if Landlord requests Tenant to remove the pet from the Building immediately, and Tenant refuses to do so, or if Landlord is unable to contact Tenant to make a removal request. The cost of the animal care facility shall be paid by Tenant and may, if necessary, be deducted from Tenant's pet deposit.

12. Protection of Pets. If the health or safety of a pet is threatened by the death or incapacity of Tenant, or by other factors that render Tenant unable to care for the pet, Landlord may contact the responsible party or parties listed in the pet registration.

If the responsible party or parties are unwilling or unable to care for the pet, or Landlord, despite reasonable efforts, has been unable to contact the responsible party or parties, Landlord may enter the Leased Premises, remove the pet, and place the pet in a facility that will provide care and shelter until Tenant or his representative is able to assume responsibility for the pet, but not longer than 30 days. The cost of the animal care facility shall be paid as provided in paragraph 11 above.

13. Amendment of Rules. These rules are subject to change by Landlord according to the following procedure:

1. Notice of proposed changes shall be served on each tenant. The notices shall be served as required in the Lease. The notice shall:

- a. include the text of the changed rule;
- b. state that Tenant or Tenant's representatives may submit written comments on the proposed change;
- c. state that all comments must be submitted to Landlord no later than 30 days after the effective date of the notice; and
- d. include the date, time and place of a meeting to discuss the proposed changes. Tenant may make oral comments at the meeting, but must summarize the comments, reduce them to writing and submit them to Landlord before the end of the 30-day comment period.

2. Landlord shall finalize rule changes after reviewing all written comments (including written summaries of oral comments). Landlord may meet with residents to attempt to resolve an issues raised by the comments. Nevertheless, the final rule changes are within the Landlord's discretion.

3. Landlord shall serve each Tenant with written notice of the final changes to the rules. The notice shall be served as required in the Lease. The notice shall also specify the effective date of the rule changes.

WITNESS the following signature(s):

_____ (SEAL)

_____ (SEAL)

Print Name

Print Name

Tenant