

*This form has important legal consequences and the parties should consult legal and tax or other counsel before signing.*

**EMOTIONAL SUPPORT ANIMAL ADDENDUM**

This Addendum is part of the original Lease dated \_\_\_\_\_ between \_\_\_\_\_ (Landlord) and \_\_\_\_\_ (Tenant), for the premises located at \_\_\_\_\_.

It is hereby agreed by and between the Landlord and the Tenant that Tenant is permitted to have \_\_\_\_ emotional support animal(s) (ESA) in the designated premises under the following agreed upon terms and conditions:

- 1) Tenant shall not allow the animal(s) out of the premises unless it is contained within a fenced area or is in the custody and control of Tenant and on a leash not to exceed five (5) feet in length.
- 2) Tenant shall not tether the animal(s) outdoors or leave the animal(s) outdoors unattended at any time.
- 3) Tenant agrees to remove and properly dispose of all excrement from the yard daily to prevent damage to the lawn and to frequently change sandbox litter to avoid odor indoors.
- 4) Tenant agrees that any damage by the animal to the premises, grounds, flooring, walls, trim, finish, carpeting, etc., will be the full responsibility of the Tenant, and Tenant agrees to pay all costs to repair or replace any damaged items.
- 5) Tenant agrees to ensure that the animal(s) does not pose a real threat or act as a nuisance to other residents and guests at the Premises, or employees of the Landlord. Furthermore, Tenant agrees to remove the animal from the premises for the balance of the Lease if it is deemed necessary by the Landlord due to excessive noise complaints, aggressive behavior, or damage to the premises.
- 6) Tenant agrees to provide proof to the Landlord annually that the animal(s) has been vaccinated and is currently licensed as required by municipal code.
- 7) Landlord's permission for the Tenant to have an emotional support animal(s) is restricted solely to the animal(s) described below and does not extend to any other animals whatsoever and does not otherwise change or waive the Lease's no-pet restrictions.
- 8) Landlord and Tenant agree that there are no pet fees or deposits required concerning the emotional support animal(s) because the animal is to provide Tenant support and that the emotional support animal is a reasonable accommodation based on Tenant's stated disability.

**Description of ESA #1:**

Type of animal: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Sex: \_\_\_\_\_  
Weight: \_\_\_\_\_  
Name: \_\_\_\_\_  
License#: \_\_\_\_\_

**Description of ESA #2:**

Type of animal: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Sex: \_\_\_\_\_  
Weight: \_\_\_\_\_  
Name: \_\_\_\_\_  
License#: \_\_\_\_\_

ACKNOWLEDGMENT: By signing this Lease, Tenant expressly acknowledges that Tenant has thoroughly read and fully understands this Lease Addendum, and that Tenant has received a true and correct paper or electronic copy of this Lease Addendum from Landlord. Tenant also acknowledges that he/she has been advised to seek legal counsel.

IN WITNESS WHEREOF, this Lease Addendum has been executed on this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Tenant: \_\_\_\_\_ Date

\_\_\_\_\_  
Landlord: Colorado Peak Real Estate, Inc. Date  
By: \_\_\_\_\_, Agent

\_\_\_\_\_  
Tenant: \_\_\_\_\_ Date