



Archuleta County Housing Authority  
Casa de los Arcos  
503 South 8<sup>th</sup> Street  
Pagosa Springs, Colorado 81147  
970-264-4828

Casa de los Arcos  
Pet Policy

This agreement is an attachment to the lease between the same parties and shall be made a part of the lease. Further, this Agreement applies only to the specific pet approved in the Pet Application. These rules apply principally to owners of dogs and cats. The landlord may change these rules at any time with the notice requirement spelled out in the lease.

**Pet Definition**

Only common household pets are permitted (unless it is a service animal). A common household pet is defined as a domesticated dog, litter box trained cat, bird, fish, turtle or small caged rodent (ex. Hamster, gerbil, or guinea pig) that is traditionally kept in the home for pleasure rather than commercial purposes. Management may approve other types of animals that may be categorized as “common household pets” upon request of a resident.

**Pet Registration**

Residents who wish to keep a pet must request permission in writing by submitting a Pet Application to the Landlord. The Pet Application requires a photograph of the pet and required documentation as noted below. No Pet Agreement will be executed until all requirements are met.

**Documentation Required**

The following documents shall be completed for the pet’s registration:

- Pet application (resident agrees to complete a new Pet Application each time resident desires to keep a new pet in the apartment)
- Veterinarian’s statement or other proof that spaying or neutering of pet has been completed, or if the animal is too young to be spayed or neutered at the earliest time deemed safe by a veterinarian.
- Veterinarian’s statement or other proof that the pet has current inoculations for rabies or distemper. This must be updated to be in accordance with state or local law. Pet owner agrees to keep all inoculations current and up to date during the life of the pet while owner is a resident.
- Photograph of the pet

**Size of Pet and Number Limitations**

The number and size of pets are limited as follows:

- Dogs and Cats - Total of one per household with maximum weight of 40 pounds.

- Birds – Limit of two cages per household, one bird per cage (or two birds in one cage) and no birds larger than a cockatiel.
- Fish – Unlimited number of fish but tank size maximum is ten gallons
- Other approved pets – no more than one per household

### **License Requirements**

Dogs must be legally licensed and must wear identifying tags at all times. Pet owners must abide by all other local ordinances or state law pertaining to pet ownership.

### **Pet Deposit**

Dog and cat owners must pay a refundable pet deposit in the amount of \$150 to defer the cost of repairing potential damage to the premises caused by their pet. This deposit may not be used to pay the cost of fees described in these rules and lease and does not limit the resident's liability for the cost of repairs or replacements, cleaning, deodorizing, defleaing and/or personal injuries due to actions of the pet. Pet deposit can be paid with an initial \$50 payment followed by \$10 monthly installments.

### **Vacated Unit**

When the resident who owns a pet vacates the unit for any reason, the pet must be promptly removed from the unit. If another adult household member is eligible to own the pet and wishes to do so, he/she must request management approval and execute a new Pet Agreement.

### **Pet Control**

When taken outside the apartment, pets must be leashed, caged or otherwise in the company of their owner at all times. 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.

### **Waste Control**

Dog and cat owners must immediately remove animal waste and clean up after their pet. Pet owners are responsible for the sanitary care of their pet and their apartment. Cages and litter boxes must be cleaned frequently. The toilet may not be used for waste disposal. Management may periodically inspect the units of pet owners with reasonable advance notice to ensure compliance. Management may charge a \$5 pet waste removal penalty.

### **Absence of Owners**

Residents must board their pet away from the property when they intend to leave their unit for more than a day and no other household member is present, able and willing to properly care for the pet.

The Pet Application requires resident pet owners to provide the landlord with the name of a relative or friend who has agreed to assume responsibility for the pet in the event of the resident's absence, illness or death.

Resident agrees that if for any reason the pet is left unattended for more than twelve (12) hours, the management may call the designated alternative care provider who will then be permitted to enter the apartment and be required to remove the pet from the premises. If the alternative care provider cannot be reached, the pet may be placed in an appropriate boarding facility with all fees and costs to be borne by the pet owner. Within five days of such an emergency, the resident, his or her agent, family or estate must make arrangements with the holder of the pet as to its disposition and shall be responsible for all

obligations, financial and otherwise. The resident pet owner absolves management and/or its agents of any liability, financial or otherwise, for actions taken on behalf of the pet owner or the wellbeing of the pet.

In the event management feels that the pet owner can no longer care for their pet due to health deterioration, the pet shall be permanently turned over to the alternative care provider.

**Maintenance**

Staff of the management, including maintenance personnel, reserves the right to refuse to enter an apartment to perform work where there is an unattended or aggressive animal.

**Animal Behavior**

Pet owners must keep their pet under control at all times and must ensure that other residents are not disturbed by odor, barking, other noises, aggressive behavior or personal injury. When a pet causes injury of any kind to any person on the property, management may promptly request the owner to remove the pet and the pet owner must immediately comply.

Pet owners are expected to exercise responsible and courteous behavior so that the presence of their pet doesn't violate the rights of other to peaceful enjoyment of the premises. Receipt by management of verified pet complaints from other residents will result in written violation notices and may result in lease termination proceedings.

**Pet Care**

Resident agrees to humanely care for the pet by providing it with sufficient food and water and veterinary treatment when needed. Resident agrees that abuse of the animal will result in contact by management of an agency such as the Humane Society.

**Liability**

Pet owners shall be strictly liable for the entire amount of any injury to the person or property of the resident's apartment, other residents, staff or visitors caused by their pet, and shall indemnify Landlord from any liability and for all costs of litigation and attorney's fees resulting from such damage.

**Pet Owner's Statement**

I have read and will comply with the above stated pet policies and rules. In addition, I understand that failure to provide truthful information on the Pet Application or to adhere to these pet policies and rules constitutes noncompliance with my lease and may result in lease termination proceedings being taken against me.

\_\_\_\_\_  
Signature of Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Managing Agent Representative

\_\_\_\_\_  
Date



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### **Pet Application**

#### **Applicant Information**

Name of Applicant: \_\_\_\_\_

Property Name or Address: \_\_\_\_\_

Unit #: \_\_\_\_\_

#### **Pet Information**

Type of Pet and Breed

\_\_\_\_\_ Dog \_\_\_\_\_

\_\_\_\_\_ Cat \_\_\_\_\_

\_\_\_\_\_ Bird \_\_\_\_\_

\_\_\_\_\_ Other (Specify) \_\_\_\_\_

Weight of Pet: \_\_\_\_\_

Name of Pet: \_\_\_\_\_

Age of Pet: \_\_\_\_\_

#### **Veterinarian Information**

Name of Veterinarian: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

**Alternative Care Provider Information**

Name of alternative care provider: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

**Please attach the following:**

- Photograph of pet
- Letter from veterinarian or other proof stating pet has been spayed or neutered
- Proof of current/updated inoculations
- Pet deposit of \$\_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**For Office Use Only**

**Attachments received:**

\_\_\_\_\_ Photograph of pet

\_\_\_\_\_ Proof of spay/neuter

\_\_\_\_\_ Proof of inoculations

\_\_\_\_\_ Pet Deposit

Pet Deposit amount: \$\_\_\_\_\_

**Acceptance of pet**

\_\_\_\_\_ The pet is accepted

\_\_\_\_\_ The pet is denied admission (Reason(s):

\_\_\_\_\_

\_\_\_\_\_