

**DAVID CITY HOUSING AUTHORITY
ASSISTANCE ANIMAL POLICY - LEASE ADDENDUM**

In accordance with federal law and HUD regulations, residents of federally funded housing for the elderly, persons with disabilities or families shall not be prohibited from owning and keeping assistance animals. Once the David City Housing Authority (DCHA) has approved a residents request for an assistance animal, the Residents must sign this lease addendum.

Animals that assist persons with disabilities are subject to the provisions of the Assistance Animal Policy Lease Addendum. Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability; or animals that provide emotional support that alleviate one or more identified symptoms or effects of a person's disability. Assistance animals are a type of reasonable accommodation for individuals with disabilities. As such, documentation to demonstrate the connection between the benefit that the animal provides and the need of the person is necessary.

1. It is the resident responsibility to ensure that your assistance animal is registered with the Management office.
2. Each resident shall be responsible for the proper care of the animal, including, but not limited to, good nutrition, grooming, routine veterinary care, flea control, routine inoculations, and compliance with all City, County, State and Federal statutes, ordinances, rules and regulations and anti-cruelty laws and regulations.
3. All assistance animals must be registered with the Management office immediately, but not later than ten (10) days following their introduction to the community. Such registration shall consist of providing the following:
 - a. Basic information about the animal (type, age, description, name, etc.)
 - b. All dogs and cats shall be inoculated, and licensed; owners shall provide written verification from the veterinarian of inoculations against rabies.
 - c. Proof that inoculations and license of the animal shall be verified annually.
 - d. The animal owner's signature on a copy of this Assistance Animal policy.
4. The resident shall keep the unit and surrounding areas free of animal odors, insect infestation, waste and litter related to their assistance animal and maintain the unit in a sanitary condition at all times.
5. Each resident shall be responsible for clean up after their animal anywhere on Housing Authority property, including carrying a "pooper scooper" and/or disposable plastic bag anytime the assistance animal is outside of the unit. Residents owning a cat shall maintain a waterproof litter box for cat waste. Litter boxes shall not be allowed to become unsightly or unsanitary. All animal waste, including litter shall be double bagged and disposed of in the outside garbage can or dumpster. No animal waste shall be put down a trash chute, or disposed of in the toilet. Any resident who cannot clean up waste must arrange to have the animal waste removed immediately, properly, and completely.

6. Assistance animals shall be kept under the owners control at all times. No animal in any community shall be allowed loose in the common areas of the building or grounds. When outside the unit, animals must be accompanied by their owner and restrained with a leash or tethered properly. Animal may be tethered within the resident's yard or patio (but not in the public patio in the case of a high rise or apartment complex without individual yards or patios.) Tethering in a yard is permitted only in such a manner as to not cause harm to the animal and will not cause erosion or excessive wear to the lawn. Animal may be tethered by a harness. Animals may not be tethered by the neck. No "dog runs" are permitted. Animals other than dogs and cats shall be in a suitable portable cage when outside the unit.
7. Each resident shall maintain their animal in such a manner as to prevent any damage to their unit, common areas and grounds of the community in which they live.
8. No animals shall be groomed in the public areas of the community, to include common area patios, gardens, etc.
9. Assistance animals may accompany the owner in all areas where the owner is allowed to go.
10. Each resident shall maintain their animal in such a manner as to prevent the animal from being a nuisance or a threat to the health or safety of DCHA employees, the public or other residents in the community by reason of noise, unpleasant odors or other objectionable situations. Assistance animals shall not be allowed to annoy other residents by prolonged or constant noise that can be heard outside the unit, at any time of the day or night. DCHA shall determine what behaviors are considered dangerous, in its sole and absolute discretion and enforce its policies in accordance with the Nebraska Landlord Tenant Act and the Fair Housing Act. DCHA shall provide the tenant with a written 14/30 day Notice of Lease Violation to correct the violation. DCHA may terminate the lease agreement if the same or similar violation occurs within a six-month period from the previous violation. It is the responsibility of the Tenant to correct the violation. Failure to comply may result in the removal of the pet and/or termination of the Tenant's Dwelling Lease. If the Tenant disagrees with any action that adversely affects their tenancy, they may request a hearing in accordance with the DCHA Grievance Procedure.
11. Any pet which "attacks" any tenant, guest, staff member, neighbor or other person shall be immediately removed from the premises by DCHA without prior written notice to the Tenant of the action and location of the pet. "Attack" shall mean violent or aggressive physical contact with a person or animal, or violent or aggressive behavior that confines the movement of a person, including, but not limited to, chasing, cornering, or encircling a person.
12. No animal shall be abandoned when the resident vacates.
13. The resident shall pay promptly, upon receipt of a bill, for all materials and/or labor for repair of any damage caused by his/her assistance animal.
14. Cruelty to animals is a violation of state and local law and is a violation of this Assistance

Animal policy. Beating, neglecting, or otherwise harming an animal in your care may be grounds for termination of your lease.

In the event a resident cannot care for his/her assistance animal due to an illness, absence, or death, and no other person can be found to care for the animal, and after 24 hours has elapsed, the resident hereby gives permission for the animal to be released to the DCHA's Control, in accordance with their procedures. In no case shall DCHA incur any costs or liability for the care of an assistance animal placed in the care of another individual or agency under this procedure.

NOTE: This policy is an addendum between the head of household and the David City Housing Authority and needs to be signed only if an assistance animal is approved for the household.

As head of household, I have read the Assistance Animal Policy Lease Addendum as written above and understand these provisions. I agree to abide by these provisions fully and understand that permission will be revoked if I fail to do so. Failure to comply with any part of the above and/or to take corrective action after sufficient notice of the violation shall be cause for termination of the lease. I have received a copy of this policy.

Resident Name (please print)

Unit ID

Signature

Date

Assistance Animal's Name (please print)

Description of Assistance Animal (i.e. dog, cat, color, size, breed):

Person to be contacted in an emergency:

Name:

Address:

Phone No: