

DAVID CITY HOUSING AUTHORITY

“Sunshine Court”

1125 3RD STREET, DAVID CITY, NEBRASKA 68632

Telephone (402) 367-3587 * Fax (402) 367-3641

Email: sc40406@windstream.net

PET OWNERSHIP RULES AND POLICY

This policy was developed after weighing and balancing the interests of the David City Housing Authority’s (DCHA) tenants, DCHA management and the communities surrounding DCHA’s developments and dispersed housing. In accordance with Federal regulations, DCHA will permit pet(s) in dwelling units in accordance with this policy. No exotic, wild or dangerous animals, snakes or any other animal not permitted in residential units by state or local laws, ordinances or this policy may be kept by tenants.

Tenants are permitted to keep no more than 1 dog or 1 cat per unit. This policy does not apply to assistance animals that assist persons with disabilities. Individuals requiring an assistance animal must request a Reasonable Accommodation.

I. Exclusions from Policy – Assistance Animals

Assistance animals that are necessary as a reasonable accommodation to assist, support or provide service for persons with disabilities **are not considered pets**, and are not subject to the DCHA Pet Policy.

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 alleviates one or more identified symptoms or effects of a person’s disability. Assistance animals (“service animals,” “support animals” or “therapy animals”) perform many disability-related functions, including (but not limited to) the following:

- Guiding individuals who are blind or have low vision;
- Alerting individuals who are deaf or hearing impaired;
- Providing minimal protection or rescue assistance;
- Pulling a wheelchair;
- Fetching items;
- Alerting persons to impending seizures; or
- Providing emotional support to persons with disabilities who have a disability-related need for such support.

The DCHA shall not refuse to allow a person with a disability to have an assistance animal solely because that animal does not have formal training. There must simply be a relationship between the person's disability and his or her need for the animal.

All requests for assistance-animals as reasonable accommodation will be processed according to DCHA's Reasonable Accommodation Policy. Residents are responsible for providing certain information necessary to verify such requests. **A reasonable accommodation will be granted to allow an assistance animal upon verification that it meets the need presented by the disability, unless:**

- There is reliable, objective evidence that the animal poses a **direct threat to the health or safety of others** that cannot be reduced or eliminated by a reasonable accommodation;
- There is reliable, objective evidence that the animal would cause **substantial physical damage to the property of DCHA or others**;
- The presence of the assistance animal would pose an **undue financial or administrative burden** to DCHA;
- The presence of the assistance animal would **fundamentally alter the nature of DCHA's services**.

This policy does not affect any authority that DCHA may have to regulate assistance.

II. APPROVAL

A. Criteria Prior to Admittance

Request for permission to have a pet(s) must be submitted, and written approval from DCHA must be received, PRIOR to admittance of pet(s) into the unit. The Tenant will be required to complete the following forms:

1. Pet Information (see Exhibit A)
2. Pet Agreement (see Exhibit B)
3. Veterinarian Certification (see Exhibit C)

The Tenant and DCHA must enter into a "Pet Agreement" (Exhibit B). In addition, the Tenant must provide proof of the pet's good health and suitability under the standards set forth in these rules and regulations. For dogs and cats, proof of the animal's licensing and vaccination record, in accordance with state and local laws, etc., must be given to the development manager prior to the dog or cat being brought into the unit. The licensing and vaccinations must be renewed at the time of Tenant's re-examination or at least annually. Cats and dogs must be neutered or spayed. Proof of spaying or neutering must also be submitted to the development manager before the pet is brought into the unit. Cats are required to have front paws declawed. All licenses and tags must be current.

B. Vaccination Requirements

Dogs and cats must have the proper inoculations required by law, and be certified by a veterinarian licensed to practice in the State of Nebraska.

All Tenants shall attach a tag to the dog's or cat's collar showing that the animal has been inoculated with anti-rabies vaccine and has been properly licensed. The dog or cat shall wear the collar at all times.

C. Definitions

“Pet” shall mean a domestic and common household animal as defined under state and local law, rule, and ordinance, including dogs, cats, birds, fish, rabbits or rodents such as gerbil, hamster, or mouse. However, DCHA does not permit tenants to own, possess or keep wild or dangerous animals, as determined by DCHA in its sole and absolute discretion, or as defined in the David City Municipal Code, or other applicable law. By way of example and not limitation, DCHA considers any pit bull, Rottweiler, or mix including either of these breeds, to be dangerous animals and they are not permitted on DCHA property. Common household pet shall not include ferrets, monkeys, snakes or other reptiles other than turtles.

“Assistance Animal” shall mean, an animal that works, provides assistance, or performs 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. Federal regulations require DCHA to allow, as a reasonable accommodation, a qualified person with a disability to own and keep an “assistance animal” (also referred to as a service animal or companion animal) on DCHA's premises. An assistance animal is not considered a pet and therefore is not subject to DCHA's pet policies. All individuals requesting an assistance animal must request an accommodation, in compliance with DCHA's Reasonable Accommodations policy as modified from time to time.

“Dangerous dog” shall mean any dog with a known propensity or disposition to attack, to cause any injury to or to otherwise endanger the safety of humans or other domestic animals, or any dog that attacks, harms, or bites any person or domestic animal, or is otherwise determined to be dangerous by DCHA in its sole and absolute discretion.

“DCHA” shall mean the David City Housing Authority, its commissioners, officers, employees, servants and agents.

“Excessive Noise” shall be defined as loud and persistent or habitual barking, howling or yelping.

“Common area” shall mean any area to which all tenants have access, and is not under the direct control of any individual tenant.

“Public area” shall mean any area to which the public has access, and is not under the direct control of any individual tenant.

“Running-at-large” shall be defined as:

- a) Not on the premises of the Tenant’s Dwelling Unit and not controlled through the use of a leash, cord, or chain held by the Tenant; or
- b) On the premises of the Tenant, but confined in such a way as to allow the animal to have access to the public right-of-way.

III. PET DENSITY

- A. No more than one dog or one cat may be kept in any unit.
- B. No more than one small, caged bird may be kept in any unit.
- C. An aquarium for fish may not exceed ten (10) gallons.
- D. No more than two (2) small animals, i.e. gerbil or hamster, may be kept in any unit. Small animals must be kept in a cage at all times.

IV. SIZE

No pet’s mature growth shall exceed 16 inches in height, measured from ground to shoulder, nor weigh more than 30 pounds.

V. PET DEPOSIT AND FEE

- A. A refundable pet deposit of \$150 will be charged for each dwelling unit where a pet resides. The unused portion of the pet deposit will be refunded to the Tenant within a reasonable time, but not more than 60 calendar days after the Tenant moves from the development. DCHA reserves the right to change this deposit amount at any time, consistent with Federal guidelines.
- B. A non-refundable fee of \$50 will be charged for each dwelling unit where a pet resides. The pet deposit and fee must be paid prior to the pet being brought into the unit.
- C. Tenant’s liability for damages caused by his/her pet is not limited to the amount of the pet deposit and the Tenant will be required to reimburse DCHA for the actual cost of any and all damages caused by his/her pet where they exceed the amount of the pet deposit.
- D. Upon move-out, units occupied by a pet will be inspected by the development manager for any infestation or other damage resulting from the pet. If the unit is found to be infested, the extermination charge will be the responsibility of the Tenant. The charges shall be deducted from the pet deposit. If charges exceed the pet deposit, the Tenant will be billed for the excess amount, which Tenant must pay within 30 days of receipt of the bill. The Tenant is permitted, and encouraged, to be present for any and all inspections.

VI. PET RULES

- A. Dogs, Cats and Other Animals

1. Dogs, cats and other animals shall be maintained within the Tenant's unit. When dogs or cats are outside of the unit, they shall be kept on a hand-held leash, cord or chain no longer than six (6) feet and under control at all times. Under no circumstances shall any dog, cat or other animal be permitted to run loose in any common area. A dog or cat shall be deemed running loose when it is on the premises of the Tenant, possessor or keeper, but is confined in such a way as to allow the dog or cat to have access to the public right of way, or is outside the unit and is not on a hand-held leash.
2. The unit must be kept free of odors and maintained in a clean and sanitary condition. All animal waste or litter from a cat litter box and cages must be removed daily and disposed of in sealed plastic trash bags and placed in the dumpsters. Under no circumstances should any waste be stored in the unit.
3. Tenant agrees to be responsible for immediately cleaning up any waste, dirt, etc. caused by their pet in the common area, public right of way, and their unit. Tenant shall also be responsible for immediately removing and properly disposing of any pet excreta, feces, urine, etc. Animal excrement shall be placed in a closed plastic bag or other closed or airtight nonporous container and disposed of immediately.
4. If DCHA has to remove any pet waste from the Tenant's unit, yard, porch or other area, which is for the exclusive use of the Tenant or from the common areas, a twenty-five dollar (\$25) charge will be made per removal. Repeated violations, three (3) in a one year period, will necessitate the Tenant removing the pet permanently from the premises. Failure to comply may result in termination of the Tenant's Dwelling Lease.
5. DCHA IS NOT RESPONSIBLE FOR ANY ACTION, INJURIES OR DAMAGES CAUSED BY ANY TENANT'S PET. A PET IS THE SOLE RESPONSIBILITY OF THE TENANT. DCHA ASSUMES NO LIABILITY FOR FAILURE OF THE TENANT TO CONTROL THE PET. ANY INJURY OR HARM TO OTHER PERSONS, PETS OR PROPERTY IS THE SOLE RESPONSIBILITY AND LIABILITY OF THE TENANT. IT IS RECOMMENDED THAT TENANT PURCHASE LIABILITY INSURANCE FOR THIS PURPOSE.
6. Tenant agrees to control the noise of their pet(s) such that it does not constitute a nuisance to any other tenants, neighbors or people living in the immediate vicinity of the development or dispersed unit. Failure to control pet noise may result in the permanent removal of the pet from the premises. ANY PET WHICH CAUSES UNPROVOKED BODILY INJURY TO ANY TENANT, GUEST, STAFF MEMBER, NEIGHBOR OR ANYONE LAWFULLY ON THE PREMISES SHALL BE IMMEDIATELY AND PERMANENTLY REMOVED FROM THE PREMISES, BY THE PROPER AUTHORITIES WITHOUT PRIOR NOTIFICATION.
7. No dog or cat shall be left unattended in any unit for longer than twelve (12) hours. All other animals shall not be left unattended for more than twenty- four (24) hours.

8. Tenant shall provide adequate care, nutrition, exercise and medical attention for their pets. Pets which appear to be poorly cared for or which are left unattended for longer than the limits indicated in #7 above will be reported to the appropriate authority and removed from the premises at the Tenant's expense.
9. Tenant shall submit to the development office the names, addresses and telephone numbers of two responsible parties (not living at the same address) who will care for the pet if the Tenant, for any reason, is unable to care for the pet. In the event the person is unable or unwilling to accept responsibility, the Tenant authorizes DCHA to contact state or local authorities, to enter the unit, remove the pet and place it with such authorities. DCHA will inform the Tenant where the pet has been placed. Tenant will have to arrange for return of the pet. DCHA will not be responsible for the well-being of the pet or any costs incurred, and all such charges will be paid by the Tenant.
10. In the event of the death of a pet, the pet must be disposed of pursuant to local ordinances. The Tenant shall not bury the pet on DCHA property or dispose of it in any manner inconsistent with local ordinances.
11. In the event of the death of the pet while the Tenant is unable to care for the pet, the Tenant agrees that DCHA shall have discretion to dispose of the pet consistent with state and local guidelines if the responsible parties listed on Exhibit A are unwilling to take responsibility, or if written instructions with respect to such disposal are not provided to the development office in advance by the Tenant. Charges for disposal shall be assessed to the Tenant as damages and will be deducted from the pet deposit.
12. Tenants acknowledge that other tenants may have chemical sensitivities or allergies related to pets and/or are easily frightened by such pets. The Tenant, therefore, agrees to exercise common sense and common courtesy with respect to the other tenant's right to peaceful and quiet enjoyment of the premises.

If using common laundry facilities, it is recommended that the Tenant run an additional wash cycle and clean out all filters before leaving the laundry room.

13. After proper written notification, DCHA may require the removal of the pet from the premises on a permanent or temporary basis, in DCHA's sole discretion, for the following reasons, by way of illustration not limitation:
 - a. Excessive pet noise or odor after being advised by DCHA.
 - b. Unruly, intimidating or dangerous behavior.
 - c. Excessive damage of the Tenant's dwelling unit and/or development common areas and/or neighbor's property or property of people living in the immediate vicinity of the property.
 - d. Repeated problems with the pet or any infestation.
 - e. Failure of the Tenant to provide for adequate care of a pet.
 - f. Leaving a pet unattended for more than the allowed time period.
 - g. Failure of the Tenant to provide adequate and appropriate vaccination of

the pet.

- h. Tenant's death, serious illness and/or refusal to care for the pet.
 - i. Failure to properly clean up after the pet.
 - j. Failure to remove the pet will result in a fine of \$50 per day and may result in termination of the Tenant's Dwelling Lease. After removal of a pet from the premises pursuant to this paragraph, DCHA may determine on a case-by-case basis whether the removal of the pet will result in a permanent ban on pet ownership by the Tenant.
14. In the event of an emergency, the Tenant gives DCHA permission to remove the pet or have it removed from the premises immediately for serious problems including, but not limited to, the following:
- a. Pet becomes vicious.
 - b. Pet displays symptoms of serious illness.
 - c. Pet demonstrates other behavior that constitutes an immediate threat to the health and safety of a Tenant, guest, staff member, neighbor, other person authorized to be on the premises or people living in the immediate vicinity of the development.
15. With the exception of an assistance animal that assists a person with disabilities, pets of visitors/guests are strictly prohibited from entering DCHA property.
16. "Pet sitting" and "pet play dates" are not permitted for any pet not already residing within the same development and meeting the requirements of this pet policy, state law, or local laws and ordinances. Specifically, Tenants may not provide "pet sitting" or "pet play dates" in their unit if it would result in the Tenant having more than the allowed number of pets in the unit.

B. Birds

- 1. Birds must be kept caged at all times.
- 2. Cages must be cleaned not less than twice a week. Waste must be disposed of in sealed trash bags and placed in the dumpster. Litter shall not be flushed down the toilet.

C. Fish

- 1. The aquarium shall not exceed ten (10) gallons and shall be placed on an appropriately sized stand in a safe location within the unit.
- 2. Water damage to walls, carpets, or flooring caused by breakage of or spillage from the aquarium shall be the responsibility of the Tenant who shall be billed for actual repair costs, as required.
- 3. Carnivorous fish are not allowed.

D. Other Animals

1. Animals of the rodent family (i.e., hamsters and gerbils) must be kept caged at all times.
2. Cages must be kept clean.
3. Any other issues such as noise, odor and behavior apply the same as for dogs and cats.

VII. NOTIFICATION POLICY

In the event that any Tenant violates the pet rules set forth in paragraph VI above, DCHA shall provide written notice of such violations as follows:

A. Creation of a Nuisance

The owner of any pet which creates a nuisance within, on or around the development and/or neighborhood or causes excessive noise, odor, running-at-large, unruly or dangerous behavior (as discussed below) shall be notified of such nuisance, in writing, by management and shall be given three (3) calendar days to correct such nuisance.

If any animal is found running-at-large on DCHA property, DCHA will call the municipal animal shelter/animal control to impound the animal pursuant to the David City Revised Municipal Code. DCHA may also catch any animal found running- at-large on DCHA property and contract animal control to impound the animal.

Tenants shall not allow any pet to destroy, damage, or injure any shrubbery, plants, flowers, grass, lawn, fence or anything whatsoever upon the premises.

Failure to comply may result in removal of the pet and/or termination of the Tenant's Dwelling Lease. If the Tenant disagrees with such an action, they may request a hearing in accordance with the DCHA Grievance Procedure.

B. Dangerous Behavior

1. DCHA shall determine what behaviors are considered dangerous, in its sole and absolute discretion. DCHA shall provide written notification to the Tenant of dangerous behavior and the Tenant shall have three (3) calendar days to correct the animal's behavior. 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 such an action, they may request a hearing in accordance with the DCHA Grievance Procedure.
2. Any pet which "attacks or harms" any tenant, guest, staff member, neighbor or other person may be immediately removed from the premises by DCHA without prior written notice to the Tenant of the action and location of the pet; or, at DCHA's discretion, the

tenant may be provided a specific timeframe to remove the pet from the premises. "Attack or harm" 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, biting, encircling a person, or causing any physical injury to a person.

VIII. INSPECTION POLICY

- A. DCHA is hereby given permission to enter the Tenant's unit for the purpose of inspection if a signed written complaint is received by DCHA, or if DCHA feels the behavior or condition of the pet(s) or Tenant warrants same. The inspection will be made during reasonable hours, after proper notice has been given to the Tenant (48 hours' notice). In an emergency situation, entry will be made immediately. Notice will be given to the Tenant at such emergency entry, giving the reason for such entry.

- B. Tenant must be available to physically control his/her pet during the times when DCHA employees, agents of DCHA or others must enter the unit to conduct housekeeping and preventative maintenance inspections, provide services such as routine work orders or such other times identified in the lease.

Revised (1/2008) Res # 08-02
Revised (5/6/2010) Res # 2010-03
Revised (3/8/2012) Resolution 2012-05
Revised (4/10/2013) Resolution 2013-05
Revised (4/10/2013) Resolution 2013-05
Revised (1/7/2015) Resolution 2015-02
Revised (5/7/2015) Resolution 2015-09

AFFIDAVIT

I have read and understand the Pet Ownership Rules and Policy, Pet Agreement, Pet Information and Veterinarian’s Certificate of the David City Housing Authority and agree to comply fully with their provisions. I understand that failure to comply may constitute reason for removal of my pet. If required by DCHA to remove my pet from the premises, I agree to immediately remove any pet and I understand that my failure to do so may constitute grounds for eviction.

_____ Unit Number _____
Tenant

Tenant

Address

The above-named Tenant(s) has read and signed the rules in my presence.

DAVID CITY HOUSING AUTHORITY

Title

EXHIBIT A
Pet Information – Dog/Cat

This document must be completely filled out and a side-view picture of the pet must be attached before submitting to management. Tenant must receive written approval from DCHA before the pet is permitted on DCHA premises and/or in the Dwelling Unit.

Name of Owner(s) _____

Address _____

Telephone Number (Work) _____ (Home) _____

Pet Description: Name _____

Breed _____

Age _____

When Full-Grown: Weight _____ Markings _____

Height _____

License No. _____ Tag Info. _____

Collar: Yes _____

Picture of Pet: Yes _____

If your pet is a cat, has it been declawed? Yes _____ No _____

Is dog/cat neutered/spayed? Yes _____ No _____

Veterinarian's Name _____

Address _____

Telephone Number _____

Parties to assume responsibility if you are unable to do so:

(1) Name(s) _____

Address _____

Telephone Number (Work) _____ (Home) _____

(2) Name(s) _____

Address _____

Telephone Number (Work) _____ (Home) _____

[END OF EXHIBIT A]

EXHIBIT B
PET AGREEMENT

This agreement is entered into this _____ day of _____, _____ by and between the Housing Authority of the City of David City (DCHA) and _____ (Tenant),

Print Name

collectively referred to as “the Parties.” In consideration of their mutual promises the Parties agree as follows:

1. Tenant desires and has received permission from DCHA to keep the pet named _____ and described as _____ in the dwelling unit.
2. This Agreement is an Addendum to and is hereby incorporated by reference and made a part of as thought expressly written therein, to each and every Dwelling Lease executed between DCHA and Tenant. In the event of default by Tenant of any of the terms of this Agreement and all succeeding leases, Tenant agrees, upon written notice of default from DCHA to cure the default within the stated time and/or remove the pet and/or vacate the premises. Tenant agrees that DCHA may revoke the permission to keep said pet on the premises at any time by giving Tenant written notice.
3. Tenant agrees to pay DCHA a refundable deposit for all animals in the amount of \$150. DCHA may use this deposit as is reasonably necessary for any damages or cleaning caused by or in connection with said pet. At the termination of this Agreement, any balance shall be refunded within sixty (60) business days to the Tenant. Tenant agrees to pay DCHA for any damages caused by the pet in excess of the security deposit on demand by DCHA. Tenant also agrees to pay a non refundable fee of \$50.00. The total of \$200.00 must be paid prior to the pet being brought into the unit.
4. Tenant agrees to comply with:
 - a. The Pet Policy
 - b. All other applicable laws and regulations such as, but not limited to, licensing, etc.
5. Tenant represents that the pet is quiet and housebroken, and will not cause any damage to property or disturb other tenants’ peaceful and quiet enjoyment of the premises.
6. Tenant agrees that the pet will not be permitted outside the Tenant’s unit unless restrained by a leash, cord or chain no longer than six (6) feet.

7. Tenant shall not permit the pet to cause any damage, discomfort, annoyance, nuisance, or in any way to inconvenience or cause complaints from any other tenant, staff, or neighbor. Any soiling created by the pet shall be immediately cleaned up by Tenant. If DCHA has to remove any waste from any pet, a twenty-five dollar (\$25) charge will be made. Repeated violations of this paragraph 7, defined as three (3) violations, will necessitate removal of the pet permanently from the premises, and failure to comply may result in termination of the dwelling lease.
8. Tenant agrees to immediately remedy any emergency situations involving pet, as mandated by DCHA (e.g., attack by pet on staff member, another Tenant, or a guest). Tenant agrees to remedy any nuisance or dangerous behavior within three (3) calendar days.
9. Tenant shall be financially responsible for any flea or other insect infestation that affects his/her own or adjacent units caused by his/her pet.
10. Any pet left unattended for twelve (12) hours or more or whose health is jeopardized by the Tenant's neglect, mistreatment, or inability to care for the animal shall be reported to the appropriate authorities. Such circumstances shall be deemed an emergency for the purposes of DCHA removing the animal from the dwelling unit and/or premises. DCHA accepts no responsibility for any pet so removed.
11. Tenant agrees to maintain the pet(s) in a healthy condition and to update the Pet Information Form on an annual basis at the time of re-examination by signing a new Pet Agreement.
12. TENANT AGREES THAT DCHA IS IN NO WAY RESPONSIBLE NOR LIABLE FOR ANY ACTION, INJURIES, OR DAMAGES CAUSED BY THE TENANT'S PET. NOR IS DCHA RESPONSIBLE FOR THE SAFEKEEPING OR WELL-BEING OF THE PET. A PET IS THE SOLE RESPONSIBILITY AND OBLIGATION OF THE TENANT.
13. Tenant has read and agrees to comply with the Pet Policies which are herein incorporated by reference and agrees to comply with such rules and regulations as are adopted from time to time by DCHA in the future.

Executive Director

Tenant

Tenant

Date

Date

EXHIBIT C
Veterinarian's Certification

Tenant's Name _____

Veterinarian's Name _____

Address _____

Telephone Number _____

Animal Name _____ Age _____

Animal Breed _____ Weight _____

Height _____

Is the animal in good health? YES _____ NO _____

Is the animal suitable as a pet? YES _____ NO _____

DATE

TREATMENT: Parvovirus _____

Distemper _____

Rabies _____

Heartworm _____

Spay/Neuter _____

Other _____

COMMENTS: _____

Veterinarian's Signature

Date