



APPENDIX B

Community Homes of Bismarck, Inc. (CHBI) Dwelling Lease Addendum for Assistance Animals (Auxiliary Aides)

This addendum is being executed in accordance with Section 27 Pet Policy of CHBI's Model Lease for Subsidized Programs; Section 504 for Assistance Animal Ownership in Public Housing; and Section 227 of the Housing-Rural Recovery Act of 1983 (12 U.S.C. 1701 r-1) (the 1983 Act) for pet ownership requirements for the elderly or persons with disabilities.

Effective Date of this Lease Addendum

Tenant Name

Address

Assistance Animals: Certain animals provide assistance or perform tasks for the benefit of a person with a disability. Such animals are often referred to as service animals, assistance animals, support animals, therapy animals, companion animals or emotional support animals.

I. VERIFICATION REQUIREMENTS.

A. All assistance animals must be approved, in writing, prior to admission and renewed annually on the annual anniversary of the Tenant's lease.

The following must be verified:

1. For admission of assistance animal(s) Tenant is required to complete the request for reasonable accommodation forms provided by CHBI. Written verification of Tenant's disability and the need for an assistance animal is required from a qualified medical professional. Community Homes of Bismarck, Inc. will determine if the request for reasonable accommodation meets the criteria and Tenant will be notified in writing.
2. For admission of all approved assistance animal(s) the following must be provided and complied with:
 - a. Color photo of assistance animal.
 - b. Copy of assistance animal's license and current immunization record (must be current as

required by city ordinance).

- d. Responsible party's name, address and telephone number in case of emergency to remove assistance animal(s) from assisted unit.

II. GENERAL REQUIREMENTS.

A. Tenant may own and have present in their unit assistance animal(s) approved in writing in accordance with CHBI's reasonable accommodation procedures subject to the following conditions:

1. Tenant may not have more than three (3) assistance animals in the assisted unit. (Bismarck City Ordinance provides that no resident may keep more than three dogs or cats at any one residential location).
2. If assistance animal(s) are not spayed and have offspring, the Tenant must remove the offspring from CHBI-owned property within 48 hours of birth.
3. Tenant cannot bring any assistance animal(s) into the assisted unit without prior written approval from CHBI other than the assistance animal(s) which is listed on this Addendum.
4. The assistance animal(s) must be wearing a tag which gives at least two (2) telephone numbers where an owner or responsible party can be reached.
5. All assistance animal(s) must be housed within the assisted unit.
6. No sick or injured animal will be accepted for admission without written verification from a veterinarian that the animal's condition makes it eligible to be admitted as an assistance animal. Admitted animals which suffer illness or injury must be taken to a veterinarian immediately at the Tenant's expense.
7. If assistance animal(s) are left unattended for 24 hours or more, CHBI may enter the unit and contact the Bismarck Police Department Animal Control to transfer the animal to the proper authorities or boarding agency. CHBI accepts no responsibility for the animal under such circumstances. Any responsibility to reclaim the animal from any facility is the responsibility of the Tenant.
8. All approved assistance animal(s) must be under the control of its owner. (Bismarck City Ordinance provides that animals are "at large" if not effectively restrained with a chain, leash or cord not more than six (6) feet in length). An unleashed assistance animal(s) or one tied to a fixed object is not under the control of its owner. Assistance animal(s) which are unleashed, or leashed and unattended on CHBI property shall be reported to the appropriate authority. Any responsibility to reclaim the assistance animal(s) from any facility is the responsibility of the Tenant.
9. No assistance animal(s) shall be kept in violation of humane or health laws. Each assistance animal must be maintained responsibly and in accordance with this addendum and with all applicable ordinances, including state and local public health laws, and local animal control regulations.

10. Tenant shall not permit any disturbance by their assistance animal(s) which interferes with the peaceful enjoyment of accommodations by other Tenants; whether by loud barking, howling, growling, biting, scratching, meowing or other such noises and activities.
11. Tenant shall not permit assistance animal(s) to damage, destroy or deface CHBI property or the property of other Tenants or neighbors.
12. Should Tenant's assistance animal(s) become destructive or become dangerous or aggressive to other Tenants, neighbors or CHBI staff, CHBI will notify the Tenant in writing that the assistance animal(s) must be removed immediately from the CHBI unit. The Tenant may request a hearing according to CHBI's Grievance Procedure; however, the assistance animal(s) must remain out of the unit during the grievance process.
13. Tenant is responsible for his/her guests who have assistance animals. Tenant is responsible to pay for any damage caused by Tenant's assistance animals or the assistance animals of any of Tenant's guests. Should the assistance animal of a guest become destructive or become dangerous or aggressive to other Tenants, neighbors or CHBI staff, CHBI will notify the Tenant in writing that the assistance animal(s) of his/her guests must be removed immediately from the CHBI unit.
14. Assistance animal(s) must be confined to a kennel or carrier at all times when the Tenant is absent from the unit.
15. The owner of assistance animal(s) shall, whenever an inspection or maintenance is scheduled, have assistance animal(s) caged or effectively restrained with a chain, leash or cord not more than six (6) feet in length. If maintenance staff or a housing inspector enters the unit and finds that the assistance animal(s) is not effectively restrained as set out above or caged, the maintenance work or inspection will not be performed and the Tenant will be charged the standard fee for labor.
16. Tenant shall not allow assistance animal(s) to deposit waste on the yards of other Tenants, neighbors, or in common areas of buildings owned by CHBI. Tenant is solely responsible to clean up all waste deposited by Tenant's assistance animal(s) in common areas of buildings owned by CHBI, Tenant's yard, the yards of other Tenants, neighbors, and on CHBI property.
17. The Tenant must provide leak-proof litter boxes and/or potty training pads for animal waste that must be kept inside the dwelling unit. Tenant shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain unit in a safe sanitary condition at all times. Tenant agrees to dispose of assistance animal waste by putting it in a bag, closing it securely and placing it in the dumpster. Tenant agrees not to dispose of assistance animal waste by flushing it down the toilet, putting it down a trash chute or in a garbage disposal. If CHBI is required to clean any waste left by Tenant's assistance animal(s), the Tenant will be charged the standard fee for labor for the waste removal and cleanup.

III. INFORMATION SPECIFIC TO THE ASSISTANCE ANIMAL(S) APPROVED FOR RESIDENCY IN MY CHBI UNIT

ASSISTANCE ANIMAL:

Animal Name _____

Type/Breed _____

Weight _____

License or ID # _____



Attach photo here

ASSISTANCE ANIMAL:

Animal Name _____

Type/Breed _____

Weight _____

License or ID # _____



Attach photo here

ASSISTANCE ANIMAL:

Animal Name _____

Type/Breed _____

Weight _____

License or ID # _____



Attach photo here

IV. TENANT CERTIFICATION AND AGREEMENT

A. I certify that:

I have read and understand this lease addendum.

I agree that in case of emergency or illness, the following person will remove my assistance animal(s) from my unit and be responsible for its care:

| | | |
|--------------------------------|--------------|--------------|
| Responsible Person's Signature | Printed Name | Phone Number |
|--------------------------------|--------------|--------------|

Address

B. I understand that I am liable for any damage or injury caused by my assistance animal(s) whether the damages are to CHBI-owned or adjacent units, buildings and grounds.

C. I will abide by all of the requirements in the CHBI Dwelling Lease Addendum for Assistance Animals..

D. I understand that failure to comply with this CHBI Dwelling Lease Addendum for Assistance Animals is a violation of my Housing Lease and is considered grounds for required removal of the assistance animal or grounds for Termination of my Housing Lease.

Tenant Signature and Date Signed

Housing Staff Signature and Date Signed

Once you have the verification requirements completed it is your responsibility to contact CHBI to set up an appointment to add your assistance animal(s) to your lease.

ASSISTANCE ANIMAL(S) APPROVAL CHECKLIST

- _____ Color photo of animal
- _____ License or ID #
- _____ Current immunization record
- _____ Responsible person's signature

Board Approved: April 17, 2000
Board Approved: August 21, 2000
March 13, 2008
July 21, 2008
Board Approved: July 19, 2010