



SCHEDULE "D"
**RULES AND REGULATIONS REGARDING PETS
ASPEN CREEK**

WHEREAS the Tenant is desirous of keeping a pet or pets on the Site; and

WHEREAS the Landlord is prepared to allow the Tenant to keep a pet or pets on the Site subject to certain terms and conditions;

NOW THEREFORE, the Landlord and the Tenant agree to the terms and conditions set out below:

APPLICATION FOR PET

1. Prior to bringing any pet onto the Site, whether permanently or for "pet sitting", the Tenant shall submit a written request to the Landlord requesting approval to keep a pet. The Landlord suggests that the Tenant provide a picture and a full description of the pet for the Landlord's files.
2. The Landlord reserves the right to limit the number of pets kept on the Site.
3. Acceptance or rejection of the written request is at the sole discretion of the Landlord and will be given by the Landlord to the Tenant in writing.
4. If approval is granted, this approval is subject to the Tenant signing this Agreement.

PREREQUISITES FOR APPROVAL

5. The pet shall be limited to a dog or cat.
6. Exotic animals, reptiles, miniature domestic or wild animals are not appropriate pets for consideration under this policy. No Pit Bulls, Bull Terriers, Rottweilers, Doberman Pinschers, German Shepherds or other intimidating dogs, as determined by the Landlord in its sole opinion, are allowed in Aspen Creek.
7. The pet shall be no more than 25 inches in height at the shoulder and weigh no more than 75 pounds. This restriction may be waived in the case of an approved guide or service dog.

APPROVED PET

8. The Landlord agrees and the Tenant acknowledges that the Tenant may keep only the following pet or pets on the Site:
 - i) _____ (type of pet), having the name of _____, weighing _____, and of the colour _____
 - ii) _____ (type of pet), having the name of _____, weighing _____, and of the colour _____the "Approved Pet"
9. The Tenant agrees that the Tenant will keep only the Approved Pet, with no substitution or addition of other pets, without the prior written approval of the Landlord. Fish are not covered under this policy.

TERMS AND CONDITIONS

10. The Tenant agrees to ensure that the Approved Pet has regular veterinarian exams and has rabies and distemper inoculations and such booster shots as needed. The Tenant shall provide veterinary records for these services to the Landlord upon the Landlord's request.
11. No offspring of the Approved Pet may be kept on the Site without the prior written approval of the Landlord.
12. The Tenant Agrees to license the Approved Pet as required by the City of Leduc.
13. The Tenant agrees that the Approved Pet shall be securely contained within the Site or on a leash and accompanied by the Tenant when off the Site.
14. No chaining or tethering of dogs is permitted.
15. **The Tenant agrees to pick up the Approved Pet's feces or other waste material ("pet waste") on the Site on a daily basis, and outside the Site immediately.**
16. The Tenant agrees and will ensure that the Approved Pet will not create excessive noise or interfere with the peaceful enjoyment of other tenants.
17. The Tenant agrees not to construct a facility to house an Approved Pet outside the Tenant's Home without the prior written consent of the Landlord.
18. The Tenant shall not leave an Approved Pet alone or unattended for more than 24 consecutive hours.
19. The Tenant agrees to supply the name, address, and telephone number of an individual who will, upon one hour's notice, remove and care for the Approved Pet in the event of an emergency.

Name of emergency contact: _____

Phone Number: _____

Address: _____

DAMAGE

20. The Tenant accepts all responsibility for any damage done by the Approved Pet to the Site and/or Lands.
21. The Tenant agrees to immediately remove from the Site and the Lands any Approved Pet that harms a tenant, the Landlord, its staff or agents, or any other visitor of Aspen Creek

VIOLATIONS

22. Complaints of excessive noise by the Approved Pet will be considered a violation of the rights to peaceful enjoyment of other tenants and the Tenant agrees that this is a breach of these Rules and Regulations and the Lease. Excessive noise includes continual barking or whining at any time of the day or night.
23. The Tenant agrees that a breach of these Rules and Regulations Regarding Pets will be deemed to be a substantial breach of the Lease.

MISCELLANEOUS

- 24. The Tenant will be given a written warning to clean up any property where excessive pet waste is evident. Should the Tenant fail to clean-up this pet waste, within seven (7) days of the date of the written warning, the Landlord may effect the clean-up to ensure sanitary conditions on both private and/or common area grounds, and in this event, the Tenant shall be liable for and charged a fee to clean-up the pet waste.
- 25. It is understood and agreed by the parties that these Rules and Regulations will be strictly enforced and the Tenant agrees to abide by them and any future rules and regulations that the Landlord deems necessary. The Tenant further agrees that the Landlord may amend the Rules and Regulation Regarding Pets from time to time at the sole discretion of the Landlord, provided that written notice is given to the Tenant.

IN WITNESS WHEREOF the parties have caused these Rules and Regulations Regarding Pets to be executed and delivered as valid and binding as of the ____ day of _____, 20__.

MIDWEST PROPERTY MANAGEMENT

Per: _____
Signature of authorized Agent of the Landlord

Witness

Signature of Tenant

Witness

Signature of Tenant