

**HOUSING AUTHORITY  
OF THE CITY OF  
FRANKLIN**

**PET POLICY**

**EFFECTIVE APRIL 1, 2002**

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## **PET POLICY**

### **SECTION 1.     DEFINITION OF PET AND NUMBER PER UNIT**

A common household pet is defined as a domesticated animal, such as a dog, a cat, a bird, rodent (including a rabbit), fish or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pets do not include reptiles (except turtles).

Aquariums cannot be larger than 10 gallons. No other type of pet will be permitted. Any other pet will be refused registration. A common household pet is defined as being a cat, dog, goldfish, or tropical fish, canary, parakeet, or lovebird. One type of pet to a unit will be permitted, i.e.: one cat or dog, one fish tank, one cage with no more than two birds.

Only one type of pet is permitted in the unit. Only one aquarium is permitted in a Unit.

### **SECTION 2.     PRE-REGISTRATION REQUIRED PRIOR TO ADMISSION**

No less than ten (10) days before a pet is to be brought into the building, such pet must be registered with the Landlord by the Tenant delivering to the Landlord the completed Pet Registration form attached as Exhibit I. Registration must show type of pet, recent picture, name, age, and if applicable, license number and current inoculation information, name and address of pet's veterinarian, plus a signed responsibility card showing the name of three (3) persons to call to come get the pet in the event of the Tenant's illness or death (see Section 3). Pet registration must be updated annually by March 1.

If the Tenant fails to provide complete pet registration information or fails to update the pet registration annually by March 1, the pet will not be permitted on the Premises. Furthermore, if Landlord reasonably determines, based on a pet application or the Tenant's housekeeping habits and practices or the Tenant's health, that such person will be unable to comply fully with all of these Pet Regulations, the pet will be denied registration admission. A notice in accordance with Section 11 will be sent to the Tenant stating the basis for Landlord's determination.

Residents will be refused pet registration if management determines the tenant is unable to fulfill their past or future obligations as a pet owner, are unable to adhere to the terms of the lease, or house pet rules, the animal does not meet the definition of a common household pet, or the temperament of the animal is considered dangerous.

### **SECTION 3.      REQUIRED UPDATE OF REGISTRATION**

Each pet's registration must be updated once each year at the time of the annual re-certification, and no later than March 1 annually. Updated annual registration will include:

- a.      Verification that the pet's license is in effect and has been renewed for the current year;
- b.      The Dog or Cat must be brought to the management office each year to be photographed;
- c.      Proof of any inoculations that are required for such pet, that all shots are current; and
- d.      Proof of annual veterinary care.

At this time, the Pet Responsibility Card will be reviewed with the Tenant to see that the 3 persons listed are still correct and that there has been no change in either address or phone number.

### **SECTION 4.      PET RESPONSIBILITY CARD**

Prior to pet admission, the Tenant must fill in and sign a written responsibility form in the form set forth on Exhibit II showing the name, address, and phone number of three (3) local persons who will come and get the pet in the event of the Tenant's illness, vacation, or death. The responsibility form must be renewed each year by March 1 at the same time the pet's registration is updated.

### **SECTION 5.      SECURITY DEPOSIT**

Unless otherwise proscribed by the U.S. Department of Housing and Urban Development, a Pet Security Deposit will be required of a dog, a cat, birds, a turtle, a rodent, and fish in a 10-gallon aquarium in the amount of \$250.00 payable after approval and prior to admission. It will be a violation of the Dwelling Lease if the pet begins residency with the tenant prior to written approval and full payment of the Security Deposit. The Pet Security Deposit will be refunded within a reasonable time after the Tenant moves from the building provided that Tenant leaves a forwarding address in writing.

### **SECTION 6.      INSURANCE COVERAGE**

Each pet owner is encouraged to obtain Liability Insurance. The tenant may arrange for such insurance themselves, if possible, for their own protection against liability from suit by another tenant or building visitor in the event of an accident involving their pet, especially a cat or dog. Renter's insurance may be needed against possible damage to the unit. Renter's insurance is not extremely expensive and the Franklin Housing Authority would appreciate a renter's policy for all units with pets.

### **SECTION 7.      PETS - GENERAL CONDITIONS**

The Tenant agrees to comply with these rules and the violation of these rules shall be grounds for removal of the pet or termination of the Tenant's tenancy, or both.

- A.      Only 1 pet is allowed in the elevator at a time. If one pet is already in the elevator car when it stops at a floor, the second pet owner must wait for a car to stop without another pet in it.
- B.      Pet owners must use the nearest accessible exit when taking their pet outside.

- C. No pet may be left unattended, whether tied or tethered, outside of the Tenant's unit or building.
- D. No pet is permitted to be taken to a floor other than the first floor and their own apartment floor.
- E. Tenants shall not alter their unit, porch, yard, or hallway in any way as to create an enclosure for their pets.
- F. Apartments, porches, yards and hallways must be kept clean and free of hair, feathers, seeds, droppings, urine, feces and odors at all times.
- G. Costs of extermination from fleas, ticks, or other animal related pests caused by a tenant's pet will be the responsibility of such tenant.
- H. Tenants shall not permit any disturbance by their pet, which would interfere with other tenants' quiet enjoyment of their accommodations. This includes disturbances such as loud barking, howling, scratching, whining, loud chirping, screeching, or other such activities.
- I. Pet Waste - Pet Waste must be properly disposed of as specified in the specific pet regulations applying to the type of pet in question. At no time will pet waste of any type be permitted to be placed in any wastebaskets or garbage cans inside the building.  
  
Pet waste of all types, including litter box and cage cleaning, must be put in tightly fastened, heavy duty plastic bags and placed outside in the dumpster or (for residents who live in row houses) in garbage cans with lids, provided by the resident. A \$5.00 charge will be levied each time the Tenant fails to remove pet waste in accordance with the rules.
- J. Pet owner removing pet from apartment. - Whenever a pet is out of the apartment or house for any reason, such pet will be confined in some way so that it does not become loose in the building. Recapture of a loose pet is the sole responsibility of the Tenant. The Landlord will not be involved or take responsibility for such recapture.
- K. Pets are never permitted in another apartment. Pets are not permitted in the Community Room, Kitchen, or Public Areas, excluding hallways.
- L. Any pet suffering illness must be taken within two (2) days to a veterinarian for diagnosis and treatment. The Housing Authority of the City of Franklin must, upon demand be shown a statement from the veterinarian indicating the diagnosis. Any pet suspected of suffering symptoms of rabies or any other disease considered to be a threat of health must be immediately removed from the premises until signed evidence from a veterinarian can be produced to indicate that the animal is not afflicted.
- M. Resident pet owners agree to control the noise of his/her pet so that it does not constitute a nuisance to other tenants. Failure to control the pet noise may result in the removal of the pet from the premises.
- N. PHA SHALL TAKE ALL NECESSARY ACTION UNDER THE LAW TO REMOVE ANY PET THAT CAUSES BODILY INJURY TO ANY TENANT, GUEST, VISITOR OR STAFF MEMBER.

- O. All resident pet owners shall provide adequate care, nutrition, exercise and medical attention for his/her pet. Pets which appear to be poorly cared for or which are left unattended for more than 12 hours will be reported to the City of Franklin Police Department and will be removed from the premises at the pet owner's expense.
- P. In the event of a tenant's sudden illness, the resident pet owner agrees that management shall have discretion with the respect to the provision of care to the pet consistent with policy guidelines and at the expense of the resident pet owner unless written instructions with respect to such area are provided in advance by the resident to the project office and all care shall be at the resident's expense.
- Q. In the event of the death of a resident, the resident pet owner agrees that management shall have discretion to dispose of the pet consistent with policy guidelines unless written instructions with respect to such disposal are provided in advance by the resident to the project office.
- R. Unwillingness on the part of the caretakers of a pet to assume custody of the pet shall relieve management of any requirement to adhere to any written instruction with respect to the care or disposal of a pet and shall be considered as authorization to management to exercise discretion in such regard consistent with policy guidelines.
- S. Resident pet owners acknowledge that other resident may have chemical sensitivities or allergies related to pets or are easily frightened by animals. The resident, therefore, agrees to exercise common sense and common courtesy with respect to such other residents right to peace and quiet enjoyment of the premises.
- T. Management may move to require the removal of a pet from the premises on a temporary or permanent basis for the following causes:
  - a. Creation of a nuisance with proper notification consistent with these Pet Rules. Notice shall be within a forty-eight (48) hour period.
  - b. Excessive pet noise or odor with proper notification.
  - c. Unruly or dangerous behavior.
  - d. Excessive damage to the resident's apartment.
  - e. Repeated problems with vermin or flea infestation.
  - f. Failure of the tenant to provide adequate care of his/her pet.
  - g. Leaving a pet unattended for a long period of time.
  - h. Failure of the tenant to provide adequate and appropriate vaccination of the pet.
  - i. Tenant death and/or serious injury.
  - j. Failure to observe any other rule contained in this section and not here listed upon proper notification. Tenants shall not alter the interior of their unit to create enclosure for an animal or bird.

- U. Tenant shall not feed stray or unregistered animals. This shall constitute having a pet without permission of the Authority. It is a violation of your lease to care for an animal without prior approval and payment of a security deposit. This could result in an eviction notice.
- V. Tenants must follow the City of Franklin Ordinance, Title Five - Animals, attached to this policy.
- W. If the pet has babies, arrangements to find new homes must be done so within 2 weeks of birth. The new homes cannot be your neighbors unless your neighbor has paid the \$250 security deposit and submitted the proper paperwork and received approval for the pet.

## **SECTION 8. VISITING PETS**

Visiting pets are not permitted unless they are dogs aiding the handicapped, i.e., guide dogs, without specific written permission from the Landlord. If such written permission is granted, all provisions of this Pet Rider will apply to the visiting pet while on the Landlord's premises. As with guests, Tenants may allow a pet to visit no more than two (2) weeks in a year. If the pet remains longer, a security deposit of \$250 must be paid promptly. Visiting pets for more than 24 hours must show the management proof of inoculation. All visiting pets must abide by the Pet Policy. Violation of said policy could result in an eviction notice to the Tenant of the visiting pet.

## **SECTION 9. PROTECTION OF THE PET**

If the health or the safety of a pet is threatened by the death or incapacity of the Tenant or by other factors that render the Tenant unable to care for the pet, the Landlord will contact one of the three persons listed on the Pet Responsibility Card. If none of these three responsible people are willing or able to care for the pet, or after reasonable efforts the Landlord has been unable to contact one of the three persons, the Landlord will contact the appropriate state or local agency and request removal of such pet. If there is no state or local agency authorized to remove a pet under these circumstances, the Landlord or its designee will enter the Tenant's unit, remove the pet, and place it in a safe location.

## **SECTION 10. OWNER'S ABSENCE**

If the Tenant is temporarily absent such as in the hospital or on vacation, the Landlord must be notified as soon as possible before the Tenant leaves with the name of the person who will take total responsibility to regularly care for the pet until the Tenant returns.

Failure to abide by the above regulations will cause the Landlord to arrange for removal and care of the pet as stated in Section 12, with the cost for such care the full responsibility of the Tenant.

## **SECTION 11. PET VIOLATIONS**

1. **Loose Pets** - If a pet gets loose and out of the Tenant's Premises, the Tenant, and not the Landlord is responsible for damages and recapture. The Tenant will immediately clean up any waste and pay the cost of any damages incurred within 5 days of presentation of the bill from the Landlord or another tenant if they or their property is involved.

2. **Notice of Pet Rule Violation.** If the Landlord determines on the basis of objective facts, supported by written statements, that the Tenant has violated a rule governing the keeping of pets, the Landlord will serve a notice to the Tenant of pet rule violation. The notice of pet rule violation will be in writing and will:

- a. Contain a brief statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
- b. State that the Tenant has 10 days from the effective date of service of the notice to correct the violation ( including, in appropriate circumstances, removal of the pet) or to make a written request for a grievance hearing to discuss the violation with the Landlord.
- c. State that the Tenant's failure to correct the violation or to request a grievance or to appear at a grievance hearing shall result in initiation of such procedures to have the pet removed or to terminate the Tenant's tenancy, or both.
- d. If the tenant receives three (3) written violations, the pet must be removed from the unit within five (5) days of notification. If the pet still remains in the unit on the sixth day, an eviction notice will be served.

## **SECTION 12. PET REMOVAL**

If a pet becomes vicious or displays symptoms of severe illness or other behavior that constitutes an immediate threat to the health or safety of the pet or other tenants as a whole, the Landlord or an authorized agency will be permitted to enter the Tenant's unit, remove the pet, and take such action with respect to the pet as may be permissible under state and local law. The Landlord is permitted to enter the Premises in such case as above if anyone of four situations apply:

- a. The Tenant has refused to remove the pet or if the Landlord is unable to contact the Tenant to make the removal request.
- b. If the Tenant is willing but unable due to accident or illness to remove the pet.
- c. Should the Tenant decide for any reason they no longer want the pet, it is the Tenant's responsibility to remove it and find somewhere to take it themselves at their expense.
- d. Landlord reasonably believes the pet is being abused or neglected.

1. **Notice for Pet Removal.** If the Landlord determines that the Tenant has failed to correct the pet rule violation, the Landlord may serve a notice to the Tenant requiring the Tenant to remove the pet. The notice will be in writing and will;

- a. Contain a brief statement of the factual basis for the determination and the pet rule that has been violated;
- b. State that the Tenant must remove the pet; and
- c. State that failure to remove the pet shall result in initiation of procedures to have the pet removed or terminate the Tenant's tenancy, or both.



### **SECTION 13.     DEATH OF PET**

Should a pet die on the Landlord's property it is the responsibility of the Tenant to dispose of the pet immediately. If this is not done within 1 day and the Landlord must dispose of such pet, the Tenant will be responsible for all costs incurred by the Landlord. The pet may not be disposed of on the Landlord's property or in a dumpster located thereon.

### **SECTION 14.     UNIT INSPECTION/WORK ORDER REQUESTS**

- a.     The Housing Authority is required to inspect each unit annually or more often with proper notification. The dog or cat must be placed in a cage during the inspection. If the tenant cannot be home for the inspection, the inspection must be rescheduled within one (1) week of the initial inspection. Any problems noticed at an inspection, such as damages to the Premises or odors, will be rectified by repairs or extermination within ten (10) days of the inspection. If the Tenant has not arranged for repairs or extermination within such ten (10) day period, the Landlord will then make the necessary repairs or extermination at the Tenant's expense. These charges are considered to be the same as rent due and owing and must be paid within thirty (30) days of invoice.
- b.     If the tenant requests a workorder, the Housing Authority personnel will not be permitted to enter the Premises housing a dog or cat unless the Tenant is home and places the pet in a cage while the maintenance personnel are in the unit.
- c.     If the condition in and around the unit demonstrates neglect, the Tenant will be given 24 hours clean up the mess. If the problem is not corrected within 24 hours at the time of reinspection, the Tenant will be issued a notice of violation.

### **SECTION 15.     PET DESCRIPTIONS**

1.     DOGS
  - A.     Dogs must be no less than six (6) months old and completely housebroken.
  - B.     Proof that the dog is already neutered or spayed must be furnished.
  - C.     Each dog must be licensed by the appropriate local governmental agency and proof of license renewal is required each year by the Tenant. Dogs must wear a collar at all times showing license and owner's name and address.
  - D.     Each year, by March 1, the Tenant must show proof that the dog has had the proper inoculation. This proof must be signed by a veterinarian.
  - E.     A. dog cannot be over 14 inches tall at the top of the shoulder, or weight over 25 pounds at maturity. In the case of a 6 month old dog, a statement from a veterinarian will be required verifying that normally that type of dog will not be over the size requirements as listed.
  - F.     A dog must be on a leash at all times when outside of the Tenant's Premises unless it is in an approved locked pet carrier. Small dogs should be held and carried through the building even if on a leash.
  - G.     In the case that a pet deposits waste on the Landlord's property, the Tenant

must remove such waste immediately upon deposit on the Landlord's property. Waste must be placed in a plastic bag, sealed tightly, and put inside an outside dumpster.

- H. It is the Tenant's responsibility to clean the stairwell if there is any deposit of hair, mud, snow, or animal waste from their pet. Also, if a pet tracks snow, rain or mud into an elevator, stairwell or hallway, this must be cleaned up by the Tenant immediately.
- I. Dogs should be brushed on a regular basis so that their hair does not shed during their trips in and out of the building.
- J. Whenever Landlord's employees or contractors need to enter the Unit, the Tenant must be present and the dog must be placed in a cage.
- K. Dogs six months and older are to be spayed or neutered. If health problem prevents such surgery at that age, a veterinarian certificate will be required to permit dog to become or continue to be a resident of the development. However, the final decision is the prerogative of the Franklin Housing Authority.
- L. Dogs are to be inoculated and licensed according to state and local laws. Dogs must have current license which is to be recorded at Management Office. The required immunization for dogs must be kept up to date. A veterinarian's certificate of the immunization is to be shown to the office (copy of bill with shots shown is sufficient).
- M. Dogs are required to be on a preventive program for fleas and ticks under the supervision of the veterinarian.
- N. Dog must wear a collar at all times showing a license and owner's name and address. A dog must be on a leash at all times when outside of the owner's apartment unless it is in an approved locked pet carrier.
- O. Dogs are not permitted in the Community Room, Kitchen, or Public Areas, excluding hallways.
- P. Dogs are to be exercised in the area designated by the Housing Authority of the City of Franklin. In the case that a pet cannot wait and does deposit waste outside of the designated area, the pet owner must remove waste from his/her pet as soon as it is deposited on Housing Authority property. The waste must be placed in a plastic bag, sealed tightly and disposed of as trash.
- Q. No dangerous or intimidating pets, i.e., pit-bull dogs, rottweiler or doberman pinchers, will be permitted. If the dog weighs more than the allowable weight, it then must be removed from the household immediately or the entire household will face the possibility of eviction.
- R. **IMPORTANT** Only one pet is allowed in an elevator at a time. If one pet is in the car when it stops at a floor, the pet owner must wait for a car without a pet.

2. CATS

- A. In addition to the other sections of these rules, the following apply:
- B. Only one cat to a household.
- C. Cats must be no less than six (6) months old and must be litter box trained before admission. Proof that the cat has been and spayed or neutered must be shown before admission approval.
- D. Cats must wear a collar at all times showing owner's name and address.
- E. Proof must be shown before admission and each year by March 1 that the cat has had the proper inoculation. This proof must be signed by a veterinarian.
- F. Cats must be on a leash at all times and carried when outside the Tenant's apartment or carried in an approved locked pet carrier.
- G. The Tenant must use a cat litter box and waste must be cleaned daily from the litter box, placed in a tightly fastened plastic bag, and placed in the outside dumpster by the cat owner. Litter must be disposed of a minimum of twice a week and replaced with new, clean litter. Soiled litter must be placed in a tightly sealed plastic bag and placed in the outside dumpster. Cat waste and litter are never to be disposed of in the building.
- H. No cat can be over 14 inches tall at the shoulders or weigh over 25 pounds.
- I. In the case that a cat deposits waste on the Landlord's property, the Tenant must immediately remove such waste. The waste must then be placed in a plastic bag, sealed tightly and put in an outside dumpster.
- J. Whenever Landlord's employees or contractors need to enter the unit, the Tenant must be present and the cat must be placed in a cage.
- K. In the event the cat deposits hair, mud, snow, water, or animal waste in the building in the hall, stairwell, or elevator, this must be cleaned up by the Tenant.
- L. The Tenant also agrees to comply with these rules as provide in this Rider, and the violation of these rules shall be grounds for removal of the pet or termination of the Tenant's tenancy, or both in accordance with the provisions of this policy and applicable regulations.
- M. Cats six months and older are to be spayed or neutered. If health problem prevents such surgery at that age, a veterinarian certificate will be required to permit cat to become or continue to be a resident of the development. However, the final decision is the prerogative of the Franklin Housing Authority.
- N. Cats should be inoculated according to state and local laws. The required immunization for cats must be kept up to date. A veterinarian's certificate of the immunization is to be shown to the office (copy of bill with shots shown is sufficient).

- O. Cats are required to be on a preventive program for fleas and ticks under the supervision of the veterinarian.
- P. Cats must wear a collar or harness at all times showing owner's name and address. A cat must be on a leash at all times when outside of the owner's apartment unless it is in an approved locked pet carrier.
- Q. Cats are not permitted in the Community Room, Kitchen, or Public Areas, excluding hallways.
- R. Cats are to be exercised in the area designated by the Housing Authority of the City of Franklin. In the case that a pet cannot wait and does deposit waste outside of the designated area, the pet owner must remove waste from his/her pet as soon as it is deposited on Housing Authority property. The waste must be placed in a plastic bag, sealed tightly and disposed of as trash.
- S. Tenant must use a Housing Authority approved type of cat litter box which is kept clean daily. Litter must be put in a sealed plastic bag

### 3. BIRDS

- A. No more than two (2) birds to a unit will be permitted finches, canaries, parakeets or lovebirds only. No parrots or cockatoos.
- B. The cage must be no larger than three (3) feet high and two (2) feet wide.
- C. Bird wings should be clipped.
- D. Cages must be cleaned daily and debris disposed of in a plastic bag to be put in trash immediately.
- E. Birds must be healthy and free of disease at all times. If for any reason the bird or birds are suspected of being infested with mites, the tenant will be requested to immediately take the bird or birds to the veterinarian for his opinion. If mites are found, the tenant will be responsible for, within 5 days, debugging the unit. If debugging does not work, extermination will be ordered by the Housing Authority of the City of Franklin, at the pet owner's expense.
- F. Birds are not permitted to be left alone in an apartment over two (2) days unless arrangements for daily care have been made by the owner.

4. FISH
  - A. Only one fish tank is permitted in a unit no larger than 10 gallons in size.
  - B. Fish tanks must be cleaned as needed. Waste water from tanks or bowls must be disposed of in the apartment toilet.
  - C. Fish may not be alone in the unit over one (1) week unless arrangements for daily care have been made by the owner.
  - D. Pet owner must be aware when cleaning or filling fish tanks that any water damage done to the apartment or apartments under him will be billed to the pet owner and any charges must be paid within 30 days of the incident.
5. REPTILES
  - A. Turtles are the only permitted reptile to become a house pet. Turtles must be at least 4" long before becoming a pet.
  - B. ABSOLUTELY NO SNAKES, NO LIZARDS, NO CHAMELEONS, NO FROGS OR ANY OTHER REPTILE.
6. RODENTS
  - A. ABSOLUTELY NO MICE OR RATS OTHER THAN RODENT TYPE OF ANIMALS LISTED BELOW.
  - B. One hamster or one gerbil is permitted.
  - C. One rabbit not more than 14" tall at the shoulders or 25 pounds.
  - D. All rodents shall be maintained in a secure cage.
  - E. Cages must be cleaned weekly.
  - F. If the rodent has babies, arrangements to find new homes must be done so within 2 weeks of birth. The new homes cannot be your neighbors unless your neighbor has paid the \$250 security deposit and submitted and received approval for the pet.

**EXHIBIT I**

DO NOT SIGN THIS RIDER IF YOU HAVE NOT READ IT CAREFULLY AND HAD ALL QUESTIONS ANSWERED, AS THIS DOCUMENT IS A BINDING PORTION OF YOUR LEASE.

By \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
**Tenant's Signature**

\_\_\_\_\_  
**Tenant's Signature**

**Witness** \_\_\_\_\_

AS A CONDITION OF PERMIT NO. \_\_\_\_\_ FOR A PET PERMIT ON \_\_\_\_\_  
\_\_\_\_\_, I, \_\_\_\_\_, UNDERSTAND AND  
AGREE TO THE TERMS AND CONDITIONS OF THE PET POLICY.

\_\_\_\_\_  
PROJECT MANAGER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
DATE

**EXHIBIT II**

HOUSING AUTHORITY OF THE CITY OF FRANKLIN

PET REGISTRATION FORM

As of this date, \_\_\_\_\_ I \_\_\_\_\_ of apartment  
\_\_\_\_\_ am requesting registration of the following type pet, a  
\_\_\_\_\_, named \_\_\_\_\_ age \_\_\_\_\_.  
(type)

AGE: \_\_\_\_\_ WEIGHT: \_\_\_\_\_

As the pet owner, I hereby certify that I have a pet license and it is in effect until  
\_\_\_\_\_ (copy attached). LICENSE NO.: \_\_\_\_\_

Picture attached

My pet's veterinarian is \_\_\_\_\_ at \_\_\_\_\_, Phone: \_\_\_\_\_

As the pet owner, I also have read the Pet Lease Amendment and agree to abide by those  
regulations. My signed Pet Responsibility Card is attached.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PLEASE HAVE YOUR VETERINARIAN FILL OUT THIS SECTION:**

This pet had the following necessary inoculations:

\_\_\_\_\_  
\_\_\_\_\_

which are effective until \_\_\_\_\_.

I am certifying that this pet is in good health and has been spayed or neutered as required by  
management on \_\_\_\_\_.

\_\_\_\_\_  
Veterinarian's Signature

\_\_\_\_\_  
Date

Pet has been: \_\_\_\_\_ approved \_\_\_\_\_ denied

Reason for denial: \_\_\_\_\_

HOUSING AUTHORITY OF THE CITY OF FRANKLIN

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **EXHIBIT III**

#### **PET RESPONSIBILITY SHEET**

Prior to pet admission, the owner must fill in and sign this Pet Responsibility Sheet showing name, address and phone number of three (3) local persons who will come and get the pet in the event of tenant's illness, vacation or death. This Pet Responsibility Sheet must be renewed each year by January 31st. Persons so named will be responsible in order of their names on Pet Responsibility Sheet.

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
PHONE \_\_\_\_\_  
DATE LETTER RECEIVED \_\_\_\_\_

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
PHONE \_\_\_\_\_  
DATE LETTER RECEIVED \_\_\_\_\_

NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
PHONE \_\_\_\_\_  
DATE LETTER RECEIVED \_\_\_\_\_

The tenant agrees to hold the landlord and employees harmless of any liability in connection with the Pet Responsibility Sheet.

Tenant: \_\_\_\_\_ Unit No. \_\_\_\_\_

Date: \_\_\_\_\_



## **EXHIBIT IV**

### **PET RESPONSIBILITY VERIFICATION FORM**

(Must be filled in, signed, and submitted with the Registration Form to the Housing Authority before the pet can be approved).

As a pet owner residing in a Housing Authority of the City of Franklin managed building, I am contacting you to verify your acceptance of the responsibility for the care of the pet that resides with \_\_\_\_\_ at \_\_\_\_\_. A copy of the Pet Policy is attached for your information. By signing this document, you are accepting the responsibility for care of this pet in accordance with the Pet Policy in absence, sudden illness, or death of the Tenant.

I have read the Pet Regulations and agree to abide by these rules and assume responsibility for the pet, \_\_\_\_\_ owned by, \_\_\_\_\_ at \_\_\_\_\_, in the event the owner is out of town, or for any reason is not able to continue care of the pet temporarily when called by the owner or Franklin Housing Authority.

\_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

**EXHIBIT V**

**COMPLAINT FORM - PETS**

The Housing Authority of the City of Franklin will accept no verbal or telephone complaints regarding a violation of pet rules. Anyone who has such a complaint, will request a Complaint Form from office personnel and render a written complaint, noting the specific date and time of the incident. This form must be signed by the tenant filing said complaint:

Nature of Complaint: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Apt. No.: \_\_\_\_\_

**EXHIBIT VI**

**NOTICE OF PET VIOLATION**

DATE: \_\_\_\_\_ PET OWNER: \_\_\_\_\_

\_\_\_\_\_APT. NO.: \_\_\_\_\_

\_\_\_\_\_ Incomplete Pet Registration information.

\_\_\_\_\_ Annual update of Pet Registration past due.

\_\_\_\_\_ Pet has violated house pet rules. RULE NO.: \_\_\_\_\_

\_\_\_\_\_ Pet is not a common household pet.

\_\_\_\_\_ Pet owner has refused to register pet.

\_\_\_\_\_ Presence of pet constitutes a serious health or safety  
threat to another resident.

\_\_\_\_\_ Other: \_\_\_\_\_

PLEASE CONTACT THE PROJECT MANAGER WITHIN TWENTY-FOUR (24) HOURS TO ATTEMPT TO RESOLVE THIS VIOLATION. OTHERWISE, YOUR PET WILL BE IMPOUNDED BY THE VENANGO COUNTY HUMANE SOCIETY UNTIL A DECISION IS REACHED BY YOU, OR THE JURY OF APPEALS ON \_\_\_\_\_.

\_\_\_\_\_  
PROJECT MANAGER

\_\_\_\_\_  
DATE

\_\_\_\_\_ HAND DELIVERED  
Date

\_\_\_\_\_ REGISTERED MAIL  
Date

## **EXHIBIT VII**

### **TITLE FIVE - ANIMALS**

Art. 715.Dogs.  
Art. 717.Poultry and Fowl.  
Art. 719.Livestock.

#### **ARTICLE 715 - DOGS**

715.01 Dogs Cannot Run at Large  
715.02 Barking  
715.03 Dogs May be Muzzled  
715.04 Dogs Killed  
715.05 Removal of Wastes  
715.99 Penalties

##### **715.01 DOGS CANNOT RUN AT LARGE**

It shall be unlawful for the owner, custodian or keeper of any dog to allow or permit such dog to run at large at any time, either upon the public streets, highways or alleys within the corporate limits of the City of Franklin Pennsylvania, or upon the property of any person or persons, other than the owner, custodian or keeper of such dog, unless the dog is accompanied by and under the immediate control of such owner, custodian or keeper. Whenever a dog is in a central business district of the City of Franklin as said districts are defined and bounded by the terms of the Zoning Ordinance of the City of Franklin, immediate control shall mean the dog shall have a leash attached to its collar or harness on the dog and the owner, custodian or keeper shall manually hold the said leash. The leash shall not be more than six (6) feet in length shall be made of chain, leather, or rope of sufficient strength to check or control the dog without breaking and shall have a handle or loop on the end controlled by the owner, custodian, or keeper of the dog of sufficient size to permit the owner, custodian, or keeper to loop his hand through the loop and grasp the leash. The leash shall have an adequate snap or other device of sufficient strength and size for the dog that when it is attached to the dog's harness or collar, it will not break and bend and release the dog from the control by the leash.

Ord. 10 of 1979, Sect. (a) Passed 10-15-79  
Ord. 5 of 1991 Sect. 1, Passed 6-17-91  
Ord. 2 of 1994 Sect. 1, Passed 4-04-94

##### **715.02 BARKING**

It shall be unlawful for the owner, custodian or keeper of any dog or dogs to permit or allow such dog or dogs to bark or whine to the annoyance of nearby residents and the owner, custodian or keeper of any dog or dogs shall immediately control or suppress the barking or whining of any such dog or dogs under their control when advised by any police officer to do so.

Ord. 2 of 1994 Sect. 1, Passed 4-04-94

##### **715.03 DOGS MAY BE MUZZLED**

It shall be the duty of the City Manager, whenever Council shall deem necessary or so direct, either by resolution or otherwise, to issue a proclamation requiring all dogs within the City of Franklin, for a period to be defined in said proclamation and not exceeding two months, to wear a good substantial muzzle, securely put on so as to prevent them from biting. Any dog running at large without a muzzle during the period so defined may be killed on sight by any officer of the City.

Ord. 547, Sect. 1, Passed 8-9-15

#### **715.04 DOGS KILLED**

All dogs killed under the provisions of Section 715.03 of this Article or found dead within the corporate limits of the City, shall be immediately removed and buried by the owner or keeper thereof, and in case such owner or keeper shall fail to remove and bury said dog, it shall be removed and buried by the proper officer of the City at the cost and expense of said owner or keeper thereof, to collect by action at law.

Ord. 547, Sect. 1, Passed 8-9-15

#### **715.05 REMOVAL OF WASTES**

It shall be unlawful for the owner, custodian, or keeper of any dog to permit the dog to defecate and allow the feces to remain upon any public or private property without the consent of the property owner or possessor.

No owner, custodian, or keeper of any dog shall appear with such dog on any sidewalk, street, park, or other public area or on any private property neither owned nor occupied by said owner, custodian, or keeper without the means of removal of any fecal matter of the dog; and it shall not be a violation of this Section if said owner, custodian, or keeper immediately removes and thereafter disposes of any fecal matter in a safe and sanitary manner.

This section shall not apply to a legally blind person who is the owner, custodian, or keeper of a guide or support dog.

Ord. 547, Sect. 1, Passed 8-9-15

#### **715.99 PENALTIES**

Any person who violate any provision of this Article shall, upon conviction thereof in a summary proceeding before any District Justice having jurisdiction of such offense, be sentenced to pay fine or not less than ten (\$10.00) Dollars nor more than One Hundred (\$100) Dollars, together with costs; and in default of the payment of such fine and costs, shall undergo imprisonment in the jail of the City of Franklin, Pennsylvania, or in the jail of the County of Venango, Pennsylvania, for a period not to exceed five (5) day.

Ord. 10 of 1979, Sect. (g) Passed 10-15-79