

EMOTIONAL SUPPORT ANIMAL ACCOMMODATION AGREEMENT

This Emotional Support Animal Agreement ("Agreement") is entered into on _____, between C&G Properties, Inc. ("Management") and _____ ("Tenant") concerning the reasonable accommodation for an emotional support animal at the residential property located at _____ ("Property").

Name of Person Requiring the Accommodation: _____
Approved Emotional Support Animal: _____

1. PURPOSE & SCOPE OF AGREEMENT

This Agreement establishes the terms and responsibilities applicable to the emotional support animal identified above ("Approved Emotional Support Animal") that Management has approved as a reasonable accommodation to its otherwise applicable pet restrictions under applicable fair housing law. The reasonable accommodation permits the Approved Emotional Support Animal to reside at the Property because of the disability-related need of the person identified above.

The Approved Emotional Support Animal identified in this Agreement is not considered a pet and is not subject to Management's general prohibition against pets or to pet fees, pet rent, or pet deposits. Approval applies only to the specific animal identified in this Agreement and does not constitute approval of any additional or replacement animal.

Approval does not exempt Tenant or the Approved Emotional Support Animal from generally applicable provisions of the Residential Lease Agreement or Rules & Regulations concerning health, safety, sanitation, property protection, noise, nuisance, animal control, or the peaceful enjoyment of other residents, or neighbors, except to the extent a reasonable accommodation is required by applicable law.

2. TERM & TERMINATION OF ACCOMMODATION

This Agreement remains in effect only while the person requiring the accommodation resides at the Property, the applicable Residential Lease Agreement remains in effect, the Approved Emotional Support Animal resides with that person, and the disability-related need for the reasonable accommodation continues to exist.

This Agreement terminates when the person requiring the accommodation permanently vacates the Property, the applicable Residential Lease Agreement terminates, the Approved Emotional Support Animal permanently leaves the household, dies, or is transferred to another person, or the person requiring the accommodation notifies Management that the Approved Emotional Support Animal is no longer needed as a disability-related accommodation.

If the Approved Emotional Support Animal is voluntarily absent from the household for more than twenty (20) consecutive days while the person requiring the accommodation continues to reside at the Property, or if the person requiring the accommodation otherwise voluntarily separates from the Approved Emotional Support Animal for more than twenty (20) consecutive days, Management may require Tenant to provide reliable information reasonably establishing that the disability-related need for the Approved Emotional Support Animal continues to exist before the animal may return to the Property.

Temporary separation resulting from veterinary treatment, hospitalization, emergency circumstances, travel during which bringing the animal is not reasonably permitted or practicable, or another circumstance beyond the resident's reasonable control will not trigger such review, provided Management is promptly notified.

3. CARE, CONTROL & RESIDENCY OF ANIMAL

Tenant is responsible for the care, supervision, and control of the Approved Emotional Support Animal at all times. The animal must be maintained and controlled in a manner that does not create a nuisance, unreasonably disturb other residents or neighbors, interfere with another person's use and enjoyment of their home or the community, or create a threat to the health or safety of other persons or animals.

The Approved Emotional Support Animal must reside with the person for whom the accommodation was approved and may not be permanently or routinely housed outdoors, in a kennel, shed, outbuilding, vehicle, or other location separate from the dwelling. Temporary outdoor activity, exercise, or supervised time outside is permitted, but the animal may not be maintained primarily as an outdoor animal.

The Approved Emotional Support Animal may not roam freely or remain unattended in common areas or elsewhere on the Property outside the resident's home. Whenever outside the resident's home, the animal must be secured by and remain under the resident's control using a leash appropriate for the type and size of animal, except when the animal is securely contained within an enclosed carrier.

Fences, temporary fencing, kennels, pens, runs, or other outdoor animal enclosures are not permitted on the Property for the Approved Emotional Support Animal. Failure to properly leash or secure the animal, or the installation or use of a prohibited outdoor animal enclosure, constitutes a violation of this Agreement and the applicable Residential Lease Agreement.

Tenant remains solely responsible for arranging the care, feeding, supervision, and custody of the Approved Emotional Support Animal during any absence from the Property. Management does not assume responsibility for the care, feeding, boarding, transportation, or custody of the animal because Tenant is absent or unable for any reason to care for the animal.

4. HUMANE TREATMENT

Tenant is responsible for providing the Approved Emotional Support Animal with humane care and treatment, including adequate food, water, shelter, sanitation, and necessary veterinary care. The animal may not be neglected, abused, abandoned, or maintained under conditions that reasonably appear to endanger its health or welfare.

If Management observes or receives credible information indicating suspected animal abuse, neglect, abandonment, or other inhumane treatment, Management may contact law enforcement, animal control, humane authorities, or other appropriate governmental authorities and cooperate with any resulting investigation.

Nothing in this Agreement requires Management to investigate, determine, monitor, or assume responsibility for the animal's care or welfare.

5. MANAGEMENT ENTRY, MAINTENANCE & REPAIRS

When Management, maintenance personnel, contractors, vendors, or other authorized persons enter the dwelling for inspection, maintenance, repairs, or other authorized purposes, Tenant is responsible for ensuring that the Approved Emotional Support Animal is properly secured and does not interfere with or endanger any person entering the dwelling.

The Approved Emotional Support Animal must be secured in a kennel, enclosed carrier, separate room, or other manner that prevents the animal from approaching or interfering with persons performing work or authorized activities within the dwelling. Merely holding or verbally controlling the animal does not satisfy this requirement. When Tenant has received reasonable notice of an authorized entry, Tenant's absence from the dwelling does not relieve Tenant of the responsibility to properly secure the animal before entry.

If the Approved Emotional Support Animal is not properly secured, Management or its authorized personnel may decline to enter or discontinue the work until the animal is properly secured, except when entry is necessary because of an emergency or other circumstance in which delaying entry is not reasonably practicable. When advance notice cannot reasonably be provided because of an emergency, Management and its authorized personnel have no obligation to secure or otherwise assume responsibility for the animal before entering the dwelling.

Tenant assumes full responsibility for properly securing the Approved Emotional Support Animal during any authorized entry. If the animal escapes, becomes loose, runs away, is lost, injured, or otherwise leaves the dwelling or Property during or as a result of an authorized entry, Tenant agrees to hold harmless C&G Properties, Inc., Management, and its employees, agents, maintenance personnel, contractors, vendors, and other authorized persons from any resulting claim, liability, loss, damage, cost, or expense, except to the extent such liability cannot lawfully be waived or limited under applicable law.

C&G Properties, Inc. expressly reserves the right to seek recovery from Tenant, to the fullest extent permitted by applicable law, for any costs, expenses, losses, or damages incurred by Management arising from Tenant's failure to properly secure the Approved Emotional Support Animal or from the animal escaping, becoming loose, running away, or otherwise leaving the dwelling or Property during an authorized entry.

Management and its employees, agents, contractors, vendors, and other authorized persons have no obligation or responsibility to search for, pursue, capture, retrieve, transport, or otherwise assist in the recovery of an escaped or lost animal. Responsibility for locating and recovering the animal rests solely with Tenant.

Management, maintenance personnel, contractors, vendors, and other authorized persons are not required to enter or remain in a dwelling when the Approved Emotional Support Animal exhibits aggressive, threatening, intimidating, or uncontrolled behavior or otherwise creates a reasonable concern for personal safety. Such persons may immediately leave the dwelling or Property and discontinue the inspection, maintenance, repair, or other work.

Growling, snarling, lunging, snapping, charging, attempted biting, blocking safe access, or other threatening or aggressive behavior directed toward Management, maintenance personnel, contractors, vendors, or other authorized persons constitutes a serious violation of this Agreement and the Residential Lease Agreement and may be grounds for termination of the accommodation, termination of the Residential Lease Agreement, and eviction as permitted by applicable law. An actual bite or physical injury is not required for such conduct to constitute a violation. Management may document and report such conduct to animal control, law enforcement, or other appropriate authorities.

Management is not required to place any employee, contractor, vendor, or other person at risk to perform non-emergency work while an animal presenting a safety concern remains unsecured or present in the work area.

Failure to properly secure the Approved Emotional Support Animal as required by this Section constitutes a violation of this Agreement and the Residential Lease Agreement.

6. BEHAVIOR, NOISE & SAFETY

The Approved Emotional Support Animal must not engage in excessive or persistent barking, whining, howling, aggressive or uncontrolled behavior, or other conduct that unreasonably disturbs other residents or neighbors or interferes with their peaceful use and enjoyment of the Property. Emotional support animal status does not excuse nuisance, disruptive, threatening, or aggressive behavior.

Any bite, attack, attempted attack, or other aggressive incident involving the Approved Emotional Support Animal must be promptly reported to Management. Biting, attacking, threatening, or aggressive behavior constitutes a serious violation of this Agreement and the Residential Lease Agreement and may be grounds for termination of the accommodation, termination of the Residential Lease Agreement, and eviction as permitted by applicable law.

An actual bite or physical injury is not required for threatening or aggressive conduct to constitute a violation.

Failure to promptly report a bite, attack, attempted attack, or other aggressive incident to Management constitutes a separate serious violation of this Agreement and the Residential Lease Agreement and may independently be grounds for termination of the Residential Lease Agreement and eviction as permitted by applicable law.

When the conduct of the Approved Emotional Support Animal or the Tenant's failure to control the animal constitutes activity or threatened activity that threatens the health or safety of any person or involves threatened, imminent, or actual damage to property within the meaning of Nebraska law, Management reserves the right to terminate the Residential Lease Agreement upon five (5) days' written notice without an opportunity to cure and pursue recovery of possession as permitted by Neb. Rev. Stat. § 76-1431(4).

Management may investigate any credible report of aggressive or threatening behavior and take appropriate corrective action. Any determination that the Approved Emotional Support Animal poses a direct threat to the health or safety of others will be based on the animal's actual conduct and an individualized assessment using objective evidence, consistent with applicable fair housing law.

Tenant assumes full responsibility and liability for the Approved Emotional Support Animal and for any injury, death, bite, attack, property damage, loss, claim, or other harm caused by the animal. Tenant agrees to defend, indemnify, and hold harmless C&G Properties, Inc., Management, and their owners, officers, employees, agents, and representatives from claims, demands, actions, damages, liabilities, judgments, losses, costs, and expenses arising from the acts or conduct of the Approved Emotional Support Animal, except to the extent prohibited by applicable law.

C&G Properties, Inc. expressly reserves the right to seek recovery from Tenant, to the fullest extent permitted by applicable law, for any costs, expenses, losses, or damages incurred by Management as a result of any claim, demand, action, or litigation arising from the acts or conduct of the Approved Emotional Support Animal.

Tenant further agrees that responsibility for the supervision, control, and conduct of the Approved Emotional Support Animal rests solely with Tenant and the animal's owner or handler, and not with Management.

Management may report any bite, attack, attempted attack, aggressive incident, injury, or other health or safety concern involving the Approved Emotional Support Animal to law enforcement, animal control, public health officials, or other appropriate governmental authorities and may provide information and cooperate with any resulting investigation.

Reporting an incident does not itself constitute a determination that the animal poses a direct threat or otherwise affect Management's obligation to evaluate any applicable fair housing issue in accordance with applicable law.

7. SANITATION, PROPERTY DAMAGE & VACCINATIONS

Tenant is responsible for promptly removing and properly disposing of all animal waste and for maintaining the dwelling, homesite, lawn, and community areas in a clean and sanitary condition. Animal waste may not be allowed to accumulate anywhere on the Property.

Animal waste shall not be placed in any garbage or trash receptacle provided by Management or otherwise located within the community and must be disposed of by Tenant off the Property. Failure to properly remove or dispose of animal waste as required by this Section constitutes a violation of this Agreement and the Residential Lease Agreement.

Tenant is responsible for preventing the Approved Emotional Support Animal from damaging the dwelling, homesite, landscaping, common areas, utilities, equipment, or other property. Any damage caused by the Approved Emotional Support Animal constitutes a violation of this Agreement and the Residential Lease Agreement.

Tenant is also responsible for the reasonable cost of repairing or correcting animal-caused damage or conditions beyond ordinary wear and tear, as permitted by applicable law. Significant, repeated, or continuing animal-caused damage may be grounds for termination of the Residential Lease Agreement and eviction as permitted by applicable law.

Any Approved Emotional Support Animal required by Nebraska law to be vaccinated against rabies, including dogs, household cats, and ferrets, must remain current on its rabies vaccination at all times while residing at the Property.

Following each required rabies revaccination, Tenant must provide Management with a copy of the current rabies vaccination certificate within ten (10) calendar days of the date of revaccination. Failure to maintain a legally required rabies vaccination or provide the required certification within ten (10) calendar days constitutes a violation of this Agreement and the Residential Lease Agreement.

8. CONTAGIOUS OR COMMUNICABLE DISEASES

Tenant is responsible for preventing the Approved Emotional Support Animal from exposing other persons or animals at or around the Property to any known contagious or communicable disease, infection, or infestation.

If the Approved Emotional Support Animal is diagnosed with, or Tenant becomes aware or has reason to believe that the animal has, a contagious or communicable disease, infection, or infestation that may pose a health risk to other persons or animals, Tenant must promptly obtain appropriate veterinary care and take reasonable measures to prevent exposure to others. Tenant must comply with all applicable veterinary, animal-control, and public-health requirements concerning the condition.

Management may require reasonable documentation from a licensed veterinarian establishing that the animal no longer presents a communicable health risk before restrictions reasonably necessary to prevent exposure to other persons or animals are lifted.

Failure to disclose a known communicable health risk, obtain appropriate care, take reasonable measures to prevent exposure, or comply with applicable health requirements constitutes a violation of this Agreement and the Residential Lease Agreement.

9. REPLACEMENT OR ADDITIONAL ANIMALS

Approval applies only to the specific Approved Emotional Support Animal identified in this Agreement and does not transfer to any other animal. If the Approved Emotional Support Animal dies, is transferred, permanently leaves the household, or is otherwise replaced, Tenant must submit a new reasonable accommodation request and receive approval from Management before a replacement emotional support animal may reside at the Property.

Any request for an additional emotional support animal must also be submitted to and approved by Management as a separate reasonable accommodation. Each requested animal must independently satisfy the applicable requirements for a disability-related need under fair housing law.

Tenant must promptly notify Management of any material change in information concerning the Approved Emotional Support Animal, including ownership, permanent removal from the household, death, or other change affecting the animal's status under this Agreement.

Failure to promptly notify Management of a material change as required by this Section constitutes a violation of this Agreement and the Residential Lease Agreement.

10. VIOLATIONS & CORRECTIVE ACTION

Failure to comply with the requirements of this Agreement constitutes a violation of the Residential Lease Agreement.

Management may require Tenant to promptly correct any violation and may take any enforcement action available under the Residential Lease Agreement or applicable law, including termination of the Residential Lease Agreement and eviction when legally permitted.

Management may terminate or modify the reasonable accommodation when the circumstances giving rise to the violation provide lawful grounds for doing so.

Approval of an emotional support animal does not prevent Management from enforcing otherwise applicable health, safety, sanitation, nuisance, property-protection, or community rules because the violation involves an Approved Emotional Support Animal.

Any action involving a claimed direct threat to the health or safety of others will be evaluated in accordance with applicable fair housing law.

11. ACKNOWLEDGMENT & INCORPORATION INTO LEASE

This Agreement is incorporated into and made part of the Residential Lease Agreement for the Property. Except as specifically modified by this Agreement or by a reasonable accommodation required under applicable law, all other terms of the Residential Lease Agreement and applicable Rules & Regulations remain in full force and effect.

By signing below, Tenant acknowledges having read and understood this Agreement, having had the opportunity to ask questions and seek legal advice, and agreeing to comply with its terms.

Tenant acknowledges and accepts responsibility for the care, supervision, control, conduct, sanitation, liability, and damage caused by the Approved Emotional Support Animal as provided in this Agreement.

Tenant further acknowledges that approval is limited to the specific Approved Emotional Support Animal identified in this Agreement and that any additional or replacement animal requires a separate reasonable accommodation request and approval.

Tenant Name (Print): _____
Tenant Signature: _____ **Date:** _____
Tenant Name (Print): _____
Tenant Signature: _____ **Date:** _____
Management Representative: _____
Management Signature: _____ **Date:** _____