



# Briargate at Seventeenth Avenue Owners Association, Inc.

## PET AGREEMENT FOR OWNERS

(No renters or visitors are allowed to have pets at Briargate)

This agreement is made on \_\_\_\_\_ between The Briargate at Seventeenth  
Avenue Owners Association, Inc. (the "Association") and \_\_\_\_\_  
(the Owner) of Unit \_\_\_\_\_.

WHEREAS, Owner has expressed a desire to keep a pet or pets on the premises and recognizes that certain damages or liabilities may result by reason of such pet; and

WHEREAS, Owner has agreed to indemnify the Association from any and all damage or liability caused by said pet or pets; now

THEREFORE, the parties mutually covenant and agree as follows:

1. Owner agrees to abide by the following general rules adopted by the Association.
  - a. Pets are limited to two (2) per Unit; dogs may not exceed 40 lbs.
  - b. Pet owners must show responsible and reasonable care for their pets.
  - c. Pets must be housebroken.
  - d. Pets must wear current registration tags at all times.
  - e. Pets must not be allowed to bark or otherwise disturb residents.
  - f. Pets must always be on a leash and under Owner's control. The leash law is a city ordinance.
  - g. Pets must be leashed or caged when in the hallways or other common areas.
  - h. Pets must not be left tied to a tree, post, etc. when outside.
  
2. The Association agrees to permit Owner to keep the pet or pets described below on the premises subject to the terms and conditions provided herein and Owner agrees that no other pet or animal shall be kept on the premises.

TYPE OF PET:	NAME OF PET:	AGE:	DESCRIPTION:
_____	_____	_____	_____
_____	_____	_____	_____

3. Owner agrees to deposit the sum of \$250.00 per dog and \$100.00 per cat described above as security for the performance of the terms of this agreement and any other agreement between the parties, receipt of which is hereby acknowledged by the Association.
4. In addition, the Owner agrees to indemnify, hold harmless, and defend Association and its agents and employees against all liability, judgments, expenses (including attorney's fees), or claims by third parties for any injury to any person or damage to property caused by Owner's pet(s).

5. Owner shall be liable for all damages to common areas owned buy the Association caused by the pet(s) and shall reimburse Association immediately, upon demand, for any and all costs incurred by Association as a result of damage or injury caused by pet(s).
6. Owner represents that the pet(s) listed above are quiet and housebroken and will not cause damage or annoy other residents. Owner also agrees to abide by the following additional rules:
  - a. If the pet is a dog, walks for sanitary purposes must be conducted away from the grounds or common areas of the building. Animal waste must immediately be removed and properly disposed of by the Owner.
  - b. If the pet is a cat, a sanitary litter box must be available for the cat within the Unit's premises.
  - c. If the pet is a bird, it shall at no time be let out of the cage to roam the premises.
  - d. Containers for fish shall not exceed 40 gallons.
  - e. All other types of pets are strictly prohibited. No animals shall be kept or bred for commercial purposes.
7. Owner shall comply with all requirements of the City & Country of Denver. Owner shall provide a copy of records showing that pet(s) have had all the necessary vaccinations and are spayed or neutered at the appropriate time (spay females by 6 months and neuter males by 9 months).
8. Owners with pets who fail to comply with the foregoing policies are subject to the following:
  - a. First complaint will result in a written warning being issued.
  - b. Second complaint will result in a fine of two-hundred dollars (\$200.00) being assessed and a final written warning being issued.
  - c. Third complaint will result in the Owner being deemed in default of the agreement. In the event of default by Owner of the above terms and conditions, Owner agrees to remove the pet within three (3) days after receiving written notice of default. Failure to comply with such notice shall entitle the Association to apply the deposit toward any cost of enforcing this agreement. Owner further agrees to pay such additional legal expense, including reasonable attorney's fees, as may be necessary to enforce any term of this agreement.
9. It is understood that this document contains the full understanding of the parties relative to pets and may not be modified except as indicated in writing herein.

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_\_ day of

\_\_\_\_\_

OWNER:

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BRIARGATE AT SEVENTEENTH AVENUE OWNERS ASSOCIATION, INC.:

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