

We NO LONGER allow dogs in any ICM apartment as of 2008.

New Pet Amendments need to be reviewed and approved before you bring a new animal into your apartment.

Tenant must pay a onetime, per pet, Non-Refundable Pet Registration Fee of **\$100.00**. Tenants will also pay a monthly **\$25.00** Pet Rent, per pet, as set forth in the Lease.

No fees, deposits or other charges shall be paid by Tenant for registered service animal, therapy animal or assistance animal, including without limitation the Non-Refundable Pet Registration Fee and Pet Rent.

**PET AMENDMENT TO LEASE**

This Pet Amendment to Lease (“Amendment”) is made between ICM Properties, Inc. (“Landlord”) and:

\_\_\_\_\_ (individually and collectively, the “Tenant”)

and is attached to and incorporated into that certain Chicago Apartment Lease (“Lease”) for the property commonly known as:

\_\_\_\_\_ (“Leased Premises”).

All capitalized terms used herein without definition shall retain the means ascribed thereto in the Lease. Tenant desires to house those certain pet(s) (“Registered Pet”) listed on Schedule 1 of this Amendment in the Leased Premises and in consideration for this privilege, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant may keep the Registered Pet on the Leased Premises so long as Registered Pet and Tenant are in strict compliance with the requirements set forth herein.

1. Tenant shall pay a onetime, per pet, Non-Refundable Pet Registration Fee of **\$100.00** as well as an additional monthly **\$25.00** Pet Rent, per pet, as set forth in the Lease. No fees, deposits or other charges shall be paid by Tenant for registered service animal, therapy animal or assistance animal, including without limitation the Non-Refundable Pet Registration Fee and Pet Rent.

2. Tenant may not, at any time, keep any other pet on the Leased Premises, whether temporarily or indefinitely, except for the Registered Pet. The privileges granted under this Amendment are not transferrable to any other pet. The privilege to keep any additional pets on the Leased Premises is strictly forbidden without the prior written consent of the Landlord and at the sole discretion of the Landlord. Irrespective of whether or not the Registered Pet continues to be housed at the Leased Premises, until the expiration or termination of this Amendment, Tenant shall remain responsible for the Pet Rent. If the Registered Pet no longer resides at the Leased Premises and Tenant wishes for Landlord to adjust the rent to exclude the Pet Rent, it will be at the Landlord’s exclusive election. In the event the Registered Pet no longer resides at the Leased Premises, Tenant shall provide Landlord with written notice that Tenant is no longer housing the Registered Pet, and Landlord shall be granted the opportunity to conduct a site inspection of the Leased Premises.

3. The Registered Pet must be neutered or spayed and current on all required vaccinations and inoculations; and Tenant shall provide written confirmation thereof from pet’s veterinarian upon request from Landlord.

4. The Registered Pet cannot be on the list of restricted animals, which Landlord may, from time to time, amend, without notice. No farm, exotic or wild animals are permitted, including without limitation, birds (except those that are caged), chinchillas, ferrets, fish (in tanks 20 gallons or more without adequate insurance naming Landlord as additional insured), iguanas, monkeys, pot-bellied pigs, raccoons, rodents of any kind, skunks, snakes or reptiles of any kind, tarantulas, scorpions or spiders of any kind, weasels. Individual animals which are known to be aggressive are restricted, regardless of breed. Landlord reserves the right to restrict any animal.

5. Tenant shall indemnify and hold harmless Landlord, its agents, employees, officers, partners and owners from and against any and all third party liabilities, judgments, demands, causes of action, claims, losses, damages, costs and expenses, including reasonable attorney’s fees and costs, asserted against Landlord by third parties or sustained in connection with any third party claims for injury or death to persons or damage to property against Landlord, by third parties and arising out of any actions caused by the Registered Pet or caused by any failure of Tenant to comply with the terms of this Amendment (and Lease). Tenant shall be strictly liable for the entire amount of any injury to any person or property caused by the Registered Pet.

6. The Registered Pet is not allowed in the common areas for any reason other than to enter and exit the building. Wherever possible, the Registered Pet must exit through the rear of the building, if applicable, onto the public way in order to defecate and urinate. **THE REGISTERED PET MAY NOT URINATE ON THE GRASS OF THE PROPERTY AND ANY FECES MUST BE BAGGED AND PROPERLY DISPOSED. FAILURE TO COMPLY WITH THIS PROVISION SHALL RESULT IN A FINE OF \$50.00 PER OCCURRENCE. IF MANAGEMENT SUBMITS LAB SAMPLES FOR DNA TESTING AS A RESULT OF A VIOLATION OF THIS PROVISION, IN ADDITION TO THE FINE, TENANT SHALL PAY FOR THE COSTS INCURRED BY LANDLORD PLUS A 15% ADMINISTRATIVE FEE.**

7. If Registered Pet is a nuisance or disturbs other persons (residents, Landlord employees & vendors) at the property and a bona-fide complaint is filed by a third party, Tenant will be subject to a fine, at the sole discretion of Landlord, in an amount not to exceed \$50.00 per occurrence. Landlord shall have no obligation to investigate the validity or circumstances surrounding the complaint. The existence of a bona-fide complaint shall be sufficient for Landlord to assess a fine. There shall be a zero tolerance policy in this regard. Any fine shall be immediately due and payable. Tenant agrees that the Landlord reserves the right to revoke permission to keep the Registered Pet should the Tenant breach the terms of this Amendment.

8. A breach or violation of any provision of this Amendment remaining uncured after ten (10) days written notice of the breach or violation shall result in a default by Tenant of the Lease, allowing Landlord to exercise any and all remedies available to Landlord under the Lease, which may include termination and/or eviction.

9. Tenant shall complete Schedule 1 for each Registered Pet.

Initial: \_\_\_\_\_

10. Tenant represents that the Registered Pet is a domesticated animal, is not vicious, and has not bitten, attached, harmed, or menaced anyone in the past.

11. No “visiting” or temporary boarding of pets is allowed, except therapy pets or service animals.

12. Notwithstanding the restrictions set forth in this Amendment or the Lease, Landlord authorizes Tenant to keep a Registered Pet at the Leased Premises if the pet is a registered service animal, therapy animal or assistance animal. Tenant shall provide verification to Landlord that the Registered Pet has been certified as an assistance, service or therapy animal. If Tenant is unable to provide the aforesaid documentation: (i) in the case of an animal that ameliorates the effect of a mental or emotional disability, Tenant shall provide a statement from a licensed health professional that indicates the Tenant has a mental or emotional disability and the Registered Pet would ameliorate the effects of the disability; or (ii) in the case of an animal that does work or performs tasks for the benefit of the Tenant with a physical disability, Tenant shall provide documentation that the Registered Pet has been individually trained to do work or perform tasks for the benefit of the Tenant, or the Registered Pet, despite lack of individual training, is able to do work or perform tasks for the benefit of the Tenant; or (iii) in the case of an animal which both ameliorates the effects of a mental or emotional disability and does work for performs tasks for the benefit of the Tenant, compliance with either (i) or (ii) herein shall be deemed sufficient. Tenant acknowledges that the terms of the Amendment are not unreasonably restrictive and that Tenant has a disability, physical or mental impairment that substantially limits at least one major life activity. The following terms set forth in this Amendment shall not apply to Registered Pets that are approved service, therapy or assistance animals: (i) restrictions on the size and weight of the Registered Pet; (ii) restrictions on type of breed; and (iii) no fees, deposits or other charges shall be paid by Tenant for the Registered Pet, including without limitation the Non-Refundable Pet Registration Fee and Pet Rent.

**13. EXCEPT AS PROVIDED FOR IN PARAGRAPH 12 OF THE AMENDMENT, NO TENANT SHALL BE ALLOWED TO HOUSE A DOG, WHETHER PERMANENTLY OR TEMPORARILY.**

Tenant has read and agrees to comply with the terms of this Amendment, and agrees to comply with such rules and regulations as may be reasonably adopted from time to time by Landlord pursuant hereto. Tenant acknowledges and understands that as a material inducement to Landlord entering into this Amendment, Landlord requires strict compliance with all terms, conditions and obligations set forth herein. Reasonable belief by Landlord shall be deemed sufficient and adequate for Landlord to impose any fines relating to pet violations. Any imposition imposed by Landlord based upon reasonable belief shall be deemed conclusive and Tenant hereby waives the right to contest the same.

a. Except as modified by this Amendment, the Lease and all of the covenants, agreements, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed. Tenant hereby confirms that Landlord is not in default under any provisions of the Lease, that there are no presently existing claims, counterclaims, or defenses with respect to the Lease and, to the extent any such claims, counterclaims, and/or defenses may exist or may have existed, Tenant hereby agrees to waive the same.

b. The covenants, agreements, terms and conditions contained in this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors, and (except as otherwise provided in the Lease as hereby supplemented) their respective assigns.

c. The deletion, modification or adjustment of any provision of the Lease as provided herein shall not relieve Tenant of its obligation to perform any covenant set forth in any such deleted, modified or adjusted provision, the performance of which shall have accrued prior thereto that remains unsatisfied as of the effective date of said change.

d. From and after the date of execution and delivery of this Amendment, the term the “Lease” shall mean the Lease, as amended and supplemented by this Amendment.

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
Tenant Date

\_\_\_\_\_  
ICM Properties, Inc. Date

**Schedule 1 to Pet Amendment to Lease**

Pet Name: \_\_\_\_\_ Pet Description: \_\_\_\_\_

Pet Name: \_\_\_\_\_ Pet Description: \_\_\_\_\_

Pet Name: \_\_\_\_\_ Pet Description: \_\_\_\_\_

**Dog Owners (limited to a dog that is a registered service animal, therapy animal or assistance animal):**

Has the dog been registered with the City of Chicago? \_\_\_\_\_

If yes, please write the registration #: \_\_\_\_\_ Date of registration:: \_\_\_\_\_

Documents attached as Exhibit A & B Tenants-Please initial:

Photos, Exhibit A / Initial: \_\_\_\_\_

Photos, Exhibit B / Initial: \_\_\_\_\_

**Do not write below this line. Office use only.**

Receipt date: \_\_\_\_\_

Receipt by: \_\_\_\_\_